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सं. 6] नई दिल्ली, फरवरी 1-फरवरी 7, 2009, शनिवार/माघ 12-माघ 18, 1930
No. 6] NEW DELHI, FEBRUARY 1-FEBRUARY 7, 2009, SATURDAY/MAGHA 12-MAGHA 18, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 27 अक्टूबर, 2008

का.आ. 252.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खण्ड (ड) के उप-खण्ड (ii) के अनुसरण में, केन्द्र सरकार, एतद्द्वारा, श्री एम. डी. माल्या, अध्यक्ष एवं प्रबंध निदेशक, बैंक ऑफ बड़ौदा को पदभार ग्रहण करने की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक जो भी पहले हो, भारतीय निर्यात-आयात बैंक के निदेशक मंडल में अंतरालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा.सं. 24/27/2002-आईएफ-1]

डा. हरमीत सिंह, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 27th October, 2008

S.O. 252.—In pursuance of sub-clause (ii) of clause (e) of sub-section (1) of Section 6 of the Export-Import Bank

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of India Act, 1981 (28 of 1981), the Central Government hereby appoints Shri M. D. Mallia, Chairman & Managing Director, Bank of Baroda as part-time non-official Director on the Board of Directors of Export-Import Bank of India for a period of three years from the date of taking over charge of the post or until further orders, whichever is earlier.

[F. No. 24/27/2002-IF-1]

DR. HARMEET SINGH, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

नाशिक, 19 नवम्बर, 2008

आयकर अधिनियम, 1961 की धारा 10 (23ग) (V) के तहत अनुमोदन

का.आ. 253.—आयकर नियमावली, 1962 के नियम 2 सी. ए. के साथ पठित आयकर अधिनियम 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप खंड (5) के अधीन मुझे प्रदत्त शक्तियों का प्रयोग करते हुए मैं, मुख्य आयकर आयुक्त, नाशिक एतद्द्वारा सुवार्ता एलियांस फिनिस्ट्रीज ट्रस्ट नंद्दूरकर को भिन्नलिखित

(393)

शतों के अधीन वित्तीय वर्ष 2005-06 से 2006-07 तक आयकर संबंधी उक्त प्रावधानों के लिए अनुज्ञप्ति प्रदान करती हूँ।

2. (i) ट्रस्ट, आयकर नियम 1962 के नियम 2 सी ए के साथ पठित आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (5) के प्रावधानों को मान्य करते हुए उनका अनुपालन करेगा।

(ii) ट्रस्ट अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संबंधी पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है तथा उन मामलों में जिनमें 1-4-2002 या उसके बाद संचयित निधि या आय कुल निधि के 15 प्रतिशत अथवा अधिक हो तो उसके संचयन की अवधि किसी भी दशा में पांच वर्षों से अधिक की न हो, जैसा कि धारा 10 (23ग) के तृतीय परन्तुक के खंड (क) में वांछित है।

(iii) ट्रस्ट, जेवरत तथा फर्नीचर जो स्वैच्छिक अनुदानों से प्राप्त की गयी हो के अलावा अन्य निधि का किसी भी अवधि में अधिनियम की धारा 11 की उपधारा (5) में विनिर्दिष्ट तरीके के अलावा अन्य एक अथवा अधिक ढंग से निवेशित/जमा नहीं कर सकेगा।

(iv) यह अनुमोदन किसी ऐसी आय जो वृत्ति, वाणिज्य अथवा व्यवसाय या वृत्ति, वाणिज्य अथवा व्यवसाय के निमित्त दी गई सेवाओं अथवा ऐसी गतिविधियों से अर्जित आय से निर्मित पूंजी के प्रयोग के संबंध में लागू नहीं होगी।

(v) ट्रस्ट, आयकर अधिनियम की धारा 10(23ग) के दसवें प्रावधानों के अनुसार अपने खातों की लेखा परीक्षा करेगा तथा अधिनियम की धारा 139 (4सी) के अनुसार अपनी आय विवरणी लेखापरीक्षित रिपोर्ट के साथ दाखिल करेगा।

(vi) विषय की स्थिति में ट्रस्ट, उसकी संचित पूंजी अथवा निधि किसी ऐसे संस्था को देगा जो विशुद्ध रूप से सार्वजनिक धार्मिक अथवा धर्मदा क्षेत्र जो बिना लाभ अर्जित किए सेवा कार्य कर रही हो को देगा। और इस निधि/पूंजी का कोई भी अंश, अधिनियम की धारा 13(3) में विनिर्दिष्ट किसी व्यक्ति अथवा निर्धारित के हितग्राही को प्रत्यक्ष अथवा अप्रत्यक्ष रूप से नहीं देगा।

(vii) अधिनियम की धारा 115 बीबीसी के साथ पठित धारा 10(23ग) के पंद्रहवें परंतुक की शर्तों के अनुसार, गुप्त दान के संबंध में यह अनुमोदन लागू नहीं होगा।

3. आयकर अधिनियम की धारा 10(23ग) के तेरहवें उपबन्ध के अनुसार बाद में यदि यह पाया गया कि ट्रस्ट की गतिविधियाँ प्रामाणिक नहीं हैं अथवा सभी या किसी एक उन शर्तों के अनुरूप संचालित नहीं की जा रही है जिनके अधीन उसका अनुमोदन मंजूर किया गया था, तो उपरोक्त अनुमोदन को अधोहस्ताक्षरी द्वारा निरस्त किया जा सकता है।

[सं. न. मु.आ.आ./तक(5/3)/10(23ग)(v)/2008-09/2063]

श्रीमती मंजरी कक्कड, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME-TAX

Nashik, the 19th, November, 2008

APPROVAL UNDER SECTION 10(23C)(V) OF THE
INCOME TAX ACT, 1961

S. O. 253.—In exercise of the powers conferred on me by sub-clause (v) of clause (23C) of Section 10 of the In-

come Tax Act, 1961 (43 of 1961) read with rule 2CA of the Income tax Rules, 1962 I, the Chief Commissioner of Income Tax, Nashik hereby accord approval to the Savarta Alliance Ministries Trust, Nandurbar for the purpose of the said provision, from the assessment year 2005-06 to 2007-08, subject to the following conditions:

2. (i) The Trust shall conform to and comply with the provisions of sub-clause (v) of clause (23C) of Section 10 of the Income Tax Act, 1961 read with Rule 2CA of the Income Tax Rules, 1962.

(ii) The Trust shall apply its income or accumulate its income for application wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after 1-4-2002, the period of accumulation of the same shall in no case exceed five years, as required in clause (a) of the third proviso to Section 10(23C) of the Act.

(iii) The Trust shall not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery or furniture) for any period otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 of the Act, as required in clause (b) of the third proviso to Section 10(23C) of the Act.

(iv) This approval shall not apply in relation to any income from any activity in the nature of trade, commerce or business or rendering of any service in relation to trade, commerce or business irrespective of the nature of use or application or retention of income from such activity.

(v) The Trust shall get its accounts audited in accordance with the tenth proviso to Section 10(23C) of the Act and regularly files its return along with the audit report in accordance with Section 139(4C) of the Act.

(vi) In the event of dissolution of the Trust, its surplus and assets shall be given to an organization which exists solely for public religious and charitable purposes and not for purposes of profit and no part of the same shall go directly or indirectly to any of the beneficiaries of the assessee or any body specified in Section 13(3) of the Act.

(vii) The approval shall not apply in relation to anonymous donations in terms of the fifteenth proviso to Section 10(23C) r.w.s. 115BBC of the Act.

3. The above approval is liable to be withdrawn by the undersigned, if it is subsequently found that the activities of the Trust are not genuine or if they are not being carried out in accordance with all or any of the conditions subject to which the approval is granted, in

accordance with the thirteenth proviso to Section 10(23C) of the Act.

[No. NCCIT/Tech(5/3)/10(23C)(v)/2008-09/2063]

SMT. MANJARI KACKER, Chief Commissioner
of Income-Tax

नाशिक, 24 नवम्बर, 2008

आयकर अधिनियम, 1961 की धारा 10 (23ग) (V) के
तहत अनुमोदन

का.आ. 254.—आयकर नियमावली, 1962 के नियम 2 सी. ए. के साथ पठित आयकर अधिनियम 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (5) के अधीन मुझे प्रदत्त शक्तियों का प्रयोग करते हुए मैं, मुख्य आयकर आयुक्त, नाशिक एतद्वारा सुवार्ता एलियांस मिनिस्ट्रीज ट्रस्ट नंदुरबार को निम्नलिखित शर्तों के अधीन वित्तीय वर्ष 2008-09 से 2010-2011 तक आयकर संबंधी उक्त प्रावधानों के लिए अनुज्ञप्ति प्रदान करती हूँ।

2. (i) ट्रस्ट, आयकर नियम 1962 के नियम 2 सी. ए. के साथ पठित आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (5) के प्रावधानों को मान्य करते हुए उनका अनुपालन करेगा।

(ii) ट्रस्ट अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है तथा उन मामलों में जिनमें 1-4-2002 या उसके बाद संचयित निधि या आय कुल निधि के 15 प्रतिशत अथवा अधिक हो तो उसके संचयन की अवधि किसी भी दशा में पांच वर्षों से अधिक की न हो, जैसा कि धारा 10 (23ग) के तृतीय परंतुक के खंड (क) में वांछित है।

(iii) ट्रस्ट, जेवरत तथा फनीचर जो स्वैच्छिक अनुदानों से प्राप्त की गयी हो के अलावा अन्य निधि का किसी भी अवधि में अधिनियम की धारा 11 की उपधारा (5) में विनिर्दिष्ट तरीके के अलावा अन्य एक अथवा अधिक ढंग से निवेशित/बचा नहीं कर सकेगा।

(iv) यह अनुमोदन किसी ऐसी आय जो वृत्ति, वाणिज्य अथवा व्यवसाय या वृत्ति, वाणिज्य अथवा व्यवसाय के निमित्त दी गई सेवाओं अथवा ऐसी गतिविधियों से अर्जित आय से निर्मित पूंजी के प्रयोग के संबंध में लागू नहीं होगी।

(v) ट्रस्ट, आयकर अधिनियम की धारा 10(23ग) के दसवें प्रावधानों के अनुसार अपने खातों की लेखा परीक्षा करेगा तथा अधिनियम की धारा 139 (4सी) के अनुसार अपनी आय विवरणी लेखापरीक्षित रिपोर्ट के साथ दाखिल करेगा।

(vi) विघटन की स्थिति में ट्रस्ट, उसकी संचित पूंजी अथवा निधि किसी ऐसे संस्था को देगा जो विशुद्ध रूप से सार्वजनिक धार्मिक अथवा धर्मदा क्षेत्र जो बिना लाभ अर्जित किए सेवा कार्य कर रही हो को देगा और इस निधि/पूंजी का कोई भी अंश, अधिनियम की धारा 13(3) में विनिर्दिष्ट किसी व्यक्ति अथवा निर्धारिती के हितग्राही को प्रत्यक्ष अथवा अप्रत्यक्ष रूप से नहीं देगा।

(vii) अधिनियम की धारा 115 बीबीसी के साथ पठित धारा 10(23ग) के पंद्रहवें परंतुक की शर्तों के अनुसार, गुप्त दान के संबंध में यह अनुमोदन लागू नहीं होगा।

3. आयकर अधिनियम की धारा 10(23ग) के तेरहवें उपबन्ध के अनुसार बाद में यदि यह पाया गया कि ट्रस्ट की गतिविधियाँ

प्रामाणिक नहीं है अथवा सभी या किसी एक उन शर्तों के अनुरूप संचालित नहीं की जा रही है जिनके अधीन इसका अनुमोदन मंजूर किया गया था, तो उपरोक्त अनुमोदन को अधोहस्ताक्षरी द्वारा निरस्त किया जा सकता है।

[सं. नं. /यु.आ.आ/एक(5/3)/10(23ग)(V)2008-09/2063]

श्रीमती मंजरी कक्कर, मुख्य आयकर आयुक्त

Nashik, the 24th November, 2008

APPROVAL UNDER SECTION 10(23C)(V) OF THE INCOME TAXACT, 1961

S. O. 254.—In exercise of the powers conferred on me by sub-clause (v) of clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 I, the Chief Commissioner of Income Tax, Nashik hereby accord approval to the Suvarta Alliance Ministries Trust, Nandurbar for the purpose of the said provision, from the assessment year 2008-09, 2010-2011 to subject to the following conditions:

2. (i) The Trust shall conform to and comply with the provisions of sub-clause (v) of clause (23C) of Section 10 of the Income Tax Act, 1961 read with rule 2CA of the Income Tax Rules, 1962.

(ii) The Trust shall apply its income or accumulate its income for application wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after 1-4-2002, the period of accumulation of the same shall in no case exceed five years, as required in clause (a) of the third proviso to Section 10(23C) of the Act.

(iii) The Trust shall not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery or furniture) for any period otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 of the Act, as required in clause (b) of the third proviso to Section 10(23C) of the Act.

(iv) This approval shall not apply in relation to any income from any activity in the nature of trade, commerce of business or rendering of any service in relation to trade, commerce or business irrespective of the nature of use or application or retention of income from such activity.

(v) The Trust shall get its accounts audited in accordance with the tenth proviso to Section 10(23C) of the Act and regularly file its return along with the audit report in accordance with Section 139(4C) of the Act.

(vi) In the event of dissolution of the Trust, its surplus and assets shall be given to an organization which exists solely for public religious and charitable purposes and not for purposes of profit and no part of the same shall go directly or indirectly to any of the beneficiaries of the assessee or any body specified in Section 13(3) of the Act.

(vii) The approval shall not apply in relation to

anonymous donations in terms of the fifteenth proviso to Section 10(23C) r.w.s. 115BBC of the Act.

3. The above approval is liable to be withdrawn by the undersigned, if it is subsequently found that the activities of the Trust are not genuine or if they are not being carried out in accordance with all or any of the conditions subject to which the approval is granted, in accordance with the thirteenth proviso to Section 10(23C) of the Act.

[No. N/CCIT/Tech(5/3)/10(23C)(v)/2008-09/2063]

SMT. MANJARI KACKER, Chief Commissioner
of Income-Tax

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 22 जनवरी, 2009

क्र.अ. 255.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (iii) के प्रयोजनार्थ दिनांक 1-4-2006 से संगठन दि इन्स्टीट्यूट ऑफ चार्टर्ड अकाउंटेंट्स आफ इंडिया, नई दिल्ली को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में संलग्न 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है नामतः :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
 - (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा इसके नामांकित छात्रों के माध्यम से सामाजिक विज्ञान अथवा सांख्यिकीय अनुसंधान करेगा;
 - (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अन्तर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
 - (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।
2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :-
- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा ; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (ग) अपना अनुसंधान कार्य कलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्य कलाप को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 13/2009/फा. सं. 203/10/2008/आ.का.नि.-II]

पदम सिंह, अवर सचिव

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 22nd January, 2009

S.O. 255.—It is hereby notified for general information that the organization The Institute of Chartered Accountants of India, New Delhi, has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2006 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social sciences and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of section 35 of the said Act, read with rules 5C and 5E of the Rules.

[Notification No. 13/2009/F. No. 203/10/2008/TTA-II]

PADAM SINGH, Under Secy.

नई दिल्ली, 22 जनवरी, 2009

का.आ. 256.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5G और 5E के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2004 से संगठन वर्ल्ड वाइड फंड फॉर नेचर-इंडिया, नई दिल्ली को निम्नलिखित शर्तों के अधीन अधिकृत रूप से अनुसंधान कार्यकलापों में संलग्न 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है जम्मा :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा इसके नामित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन विज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकर से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकर द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षा द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (ग) अपना अनुसंधान कार्य कलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्य कलाप को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त निष्मावली के नियम 5G और 5E के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के उपबंधों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 12/2009/फा. सं. 203/3/2006/आ.क.नि.-II]

पदम सिंह, अवर सचिव

New Delhi, the 22nd January, 2009

S.O. 256.—It is hereby notified for general information that the organization World Wide Fund for the Nature-India, New Delhi, has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2004 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

3. The Central Government shall withdraw the approval if the approved organization :—
- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
 - (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
 - (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
 - (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
 - (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with rules 5C and 5E of the Rules.

[Notification No. 12/2009/F. No. 203/3/2006/ITA-II]

PADAM SINGH Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 27 जनवरी, 2009

का.आ. 257.—राष्ट्रीय बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ए. भट्टाचार्य, निदेशक, वित्त मंत्रालय, वित्तीय सेवाएं विभाग, नई दिल्ली को तत्काल प्रभाव से और अगला आदेश होने तक, श्री अनूप के. पूजारी के स्थान पर पंजाब एंड सिंध बैंक के निदेशक मंडल में निदेशक के रूप में नामित करती है।

[फा.सं. 9/7/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

(Department of Financial Services)

New Delhi, the 27th January, 2009

S.O. 257.—In exercise of the powers conferred by clause (b) of sub-section 3 of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri A. Bhattacharya, Director, Ministry of Finance, Department of Financial Services, New Delhi as a Director on the Board of Directors of Punjab & Sind Bank with immediate effect and until further orders, vice Shri Anup K. Pujari.

[F. No. 9/7/2007-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 29 जनवरी, 2009

का.आ. 258.—भारतीय स्टेट बैंक अधिनियम, (1955 का 23) की धारा 21क के साथ पठित, धारा 21 की उप-धारा (1) के

खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श से, एतद्वारा श्री तिरुलुकी नाथ सिंगला, निवासी म.नं. 1126, सेक्टर 21-बी, चंडीगढ़ को, अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, चंडीगढ़ स्थित भारतीय स्टेट बैंक के स्थानीय बोर्ड के सदस्य के रूप में नामित करती है।

[फा.सं. 9/5/2008-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 29th January, 2009

S.O. 258.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with Section 21A of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri Tirloki Nath Singla, resident of H. No. 1126, Sector 21-B, Chandigarh, to be a member of the Local Board of State Bank of India at Chandigarh for a period of three years, from the date of notification or until further orders, whichever is earlier.

[F. No. 9/5/2008-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 29 जनवरी, 2009

का.आ. 259.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ब) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डा. गुलफाम मुजीबी को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों के लिए अथवा आदेश होने तक, जो भी पहले हो, यूनियन बैंक ऑफ इंडिया के निदेशक मंडल में अंशकालिक गैर सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 29th January, 2009

S.O. 259.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Dr. Gulfam Mujibi as part-time non-official Director on the Board of Directors of Union Bank of India, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 फरवरी, 2009

क्र. आ. 260—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, संलग्न अनुबंध में निम्नलिखित बैंकों/बीमा कंपनी के सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यासाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

क्रम सं.	बैंकों/बीमा कंपनी के नाम	शाखाओं/कार्यालयों की संख्या
1.	ओरियंटल बैंक ऑफ कॉमर्स	127
2.	केनरा बैंक	90
3.	यूनियन बैंक ऑफ इंडिया	44
4.	स्टेट बैंक ऑफ त्रावणकोर	31
5.	स्टेट बैंक ऑफ पटियाला	63
6.	भारतीय स्टेट बैंक	24
7.	सिंडिकेट बैंक	63
8.	सेन्ट्रल बैंक ऑफ इंडिया	1
9.	आंध्रा बैंक	9
10.	इंडियन बैंक	6
11.	स्टेट बैंक ऑफ इंदौर	18
12.	यूनाइटेड बैंक ऑफ इंडिया	1
13.	पंजाब एंड सिंध बैंक	60
14.	इंडियन ओवरसीज बैंक	170
15.	इलाहाबाद बैंक	1
16.	यूनाइटेड इंडिया इश्योरेंस कंपनी लिमिटेड	11
कुल		719

[फा.सं. 11016/3/2008-हिन्दी]

रामेशबाबू अणियेरी, संयुक्त निदेशक (राजभाषा)

ओरियंटल बैंक ऑफ कॉमर्स

लुधियाना क्षेत्र

- ओरियंटल बैंक ऑफ कॉमर्स
ग्राम भामिया खुर्द, डा. मुंडिया कलां, तहसील व जिला:
लुधियाना 141111
- ओरियंटल बैंक ऑफ कॉमर्स
ग्राम ब डाकघर: गुज्जरवाल, गुरुद्वारा भाई जयसिंह, तहसील
व जिला: लुधियाना, 141202

- ओरियंटल बैंक ऑफ कॉमर्स
सरगोधा खालसा को-एजुकेशन हाई स्कूल, फील्ड गंज
लुधियाना-141008
- ओरियंटल बैंक ऑफ कॉमर्स
म्युनिसिपल कारपोरेशन जोन-सी-बिल्डिंग, गिल रोड
लुधियाना-141003
- ओरियंटल बैंक ऑफ कॉमर्स
जी.एम.टी. पब्लिक स्कूल, जी.टी. रोड, जालंधर बाई पास
चौक, लुधियाना-141001
- ओरियंटल बैंक ऑफ कॉमर्स
विस्तार पटल, न्यू दयानंद मेडिकल कॉलेज एवं अस्पताल
टैगोर नगर, लुधियाना-141001
- ओरियंटल बैंक ऑफ कॉमर्स
विदेश व्यापार शाखा, बी-XV-136, जंजू टावर, मिलरगंज
जी.टी. रोड, लुधियाना-141003
- ओरियंटल बैंक ऑफ कॉमर्स
एम.जी.एम. पब्लिक स्कूल, फेज-I, अर्बन एस्टेट, डुंगरी
लुधियाना
- ओरियंटल बैंक ऑफ कॉमर्स
ग्राम एवं डाकघर: सिधवान खुर्द, तहसील जगरांव, जिला
लुधियाना-142024
- ओरियंटल बैंक ऑफ कॉमर्स
एस.पी.एस. अपोलो हॉस्पिटल, शेरपुर चौक, जी.टी. रोड
लुधियाना-141003
- ओरियंटल बैंक ऑफ कॉमर्स
सुन्दर नगर, 2594, मेन रोड, लुधियाना-141003

दिल्ली क्षेत्र

- ओरियंटल बैंक ऑफ कॉमर्स
एफ-21, मेन विकास मार्ग, प्रीत विहार, दिल्ली-110092
- ओरियंटल बैंक ऑफ कॉमर्स
जी-7, सोनिया क्रॉम्प्लेक्स, विकासपुरी, नई दिल्ली-110018

जालंधर क्षेत्र

- ओरियंटल बैंक ऑफ कॉमर्स
चाक-7, सेनी बार हाई स्कूल, बुल्लोवाल, (जिला:
होशियारपुर) पिन-144621
- ओरियंटल बैंक ऑफ कॉमर्स
ओकारा आर्य सीनियर सेकेंडरी पुत्री पाठशाला, गढ़दीवाला
(जिला: होशियारपुर) पिन-144207
- ओरियंटल बैंक ऑफ कॉमर्स
इंटरनेशनल ट्रेक्टर, जालंधर रोड, होशियारपुर

17. ओरियन्टल बैंक ऑफ कॉमर्स
गोस्वामी गणेश दत्त सनातन धर्म कालेज, हरिआना
 18. ओरियन्टल बैंक ऑफ कॉमर्स
करन चैम्बर्स, 483-गढ़ा रोड (जिला: जालंधर)
पिन-144001
 19. ओरियन्टल बैंक ऑफ कॉमर्स
इनोसेन्ट हार्ट स्कूल, ग्रीन माडल टाउन, जालंधर-144001
 20. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ.-44, जिला सचिवालय के सामने लाहोवाली रोड,
जालंधर शहर, पिन-144001
 21. ओरियन्टल बैंक ऑफ कॉमर्स
मास्टर कॉम्प्लेक्स, होशियारपुर रोड, रामा मंडी
जालंधर-141303
 22. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 309-310 शहीद भगत सिंह नगर, होशियारपुर
रोड, फगवाड़ा (जिला: कपूरथला) पिन-144401
 23. ओरियन्टल बैंक ऑफ कॉमर्स
ई.एच.-198 निर्मल कॉम्प्लेक्स, जी.टी. रोड, जालंधर
शहर-144001
- चंडीगढ़ क्षेत्र**
24. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 264, सेक्टर-44-सी, चंडीगढ़-160047
 25. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 47-48, मध्य मार्ग, सेक्टर-8-सी, चंडीगढ़
 26. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 54, सेक्टर-47, चंडीगढ़-160047
 27. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 525, सेक्टर-70, एसएस नगर,
मोहाली-160047
 28. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.एफ.-18, फेज-11, सेक्टर-65, मोहाली
(पंजाब) पिन-110062
 29. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.एफ.-99, फेज-3बी2, एसएस नगर,
मोहाली
 30. ओरियन्टल बैंक ऑफ कॉमर्स
मुल्लापुर गरीबदास, जिला-एसएस नगर, मोहाली
पंजाब-140901
 31. ओरियन्टल बैंक ऑफ कॉमर्स
कालेज रोड, रोपड़, जिला: रोपड़, पंजाब-140001
 32. ओरियन्टल बैंक ऑफ कॉमर्स
गांव एवं डाकघर-मिर्जापुर जिला: रूपनगर पंजाब-140108
 33. ओरियन्टल बैंक ऑफ कॉमर्स
भगत रबिंद्र चौक धानंदपुर सहिब, जिला: रोपड़ (पंजाब)
 34. ओरियन्टल बैंक ऑफ कॉमर्स
31, आडा मार्किट, नंगल टाऊनशिप नंगल (पंजाब)
 35. ओरियन्टल बैंक ऑफ कॉमर्स
गांव एवं डाकघर: डेहला जिला: ऊना (हिमाचल प्रदेश)
पिन-174306
 36. ओरियन्टल बैंक ऑफ कॉमर्स
राज हॉटल, नए बस स्टैंड के पास धर्मशाला रोड,
कांगड़ा-176001
 37. ओरियन्टल बैंक ऑफ कॉमर्स
कोतवाली बाजार, धर्मशाला, जिला: कांगड़ा हिमाचल
प्रदेश-176215
 38. ओरियन्टल बैंक ऑफ कॉमर्स
हिमाचल डेंटल कालेज, सुंदर नगर, हिमाचल
प्रदेश-174402
 39. ओरियन्टल बैंक ऑफ कॉमर्स
वार्ड नं. 6, मेन रोड, पौंट साहिब जिला: सिरमौर (हिमाचल
प्रदेश) पिन: 173025
 40. ओरियन्टल बैंक ऑफ कॉमर्स
देव पाल चौक, हमीरपुर (हिमाचल प्रदेश) पिन: 177001
 41. ओरियन्टल बैंक ऑफ कॉमर्स
डॉ. अम्बेडकर चौक, बंगा रोड, नवांशहर (पंजाब)
पिन: 144514
 42. ओरियन्टल बैंक ऑफ कॉमर्स
गांव व डाकघर: चकदाना, मेन रोड, तहसील व
जिला-नवांशहर पिन: 144423
 43. ओरियन्टल बैंक ऑफ कॉमर्स
बंगा रोड, महालों, जिला: नवांशहर पिन: 144514
 44. ओरियन्टल बैंक ऑफ कॉमर्स
अमरदीप सिंह शेरगिल मेमोरियल कालेज, मुकंदपुर, तहसील
बंगा, जिला: नवांशहर (पंजाब) पिन: 144507
- बठिंडा क्षेत्र**
45. ओरियन्टल बैंक ऑफ कॉमर्स
एम.एल.एम. सीनियर सेकेंडरी स्कूल,
फिरोजपुर कैंट-152001
 46. ओरियन्टल बैंक ऑफ कॉमर्स
मुडकी, तलवांडी-फरीदकोट रोड,
(जिला: फिरोजपुर) पिन: 142060

47. ओरियन्टल बैंक ऑफ कॉमर्स,
ग्राम व डाकघर: अरुणोत्तल तहसील: फाजिल्का,
(जिला: फिरोजपुर)
48. ओरियन्टल बैंक ऑफ कॉमर्स,
ग्राम व डाकघर: ममदोट (जिला: फिरोजपुर) पिन: 152002
49. ओरियन्टल बैंक ऑफ कॉमर्स
हिन्दू कन्या पाठशाला बिरला रोड, मलौट (जिला: मुक्तसर)
पिन: 152107
50. ओरियन्टल बैंक ऑफ कॉमर्स
सिक्तात बिर्ला नजदीक बस स्टैंड, भिखी (जिला: मानसा)
पिन: 151504
51. ओरियन्टल बैंक ऑफ कॉमर्स
मुद्रा पेडिका, एफ-77, सिविल लाइंस बॉर्डर-151001

अमृतसर क्षेत्र

52. ओरियन्टल बैंक ऑफ कॉमर्स
रिहड़ी चौक जम्मू-180005
53. ओरियन्टल बैंक ऑफ कॉमर्स
10बी/बी, गांधी नगर जम्मू-180004
54. ओरियन्टल बैंक ऑफ कॉमर्स
12-पी/4, त्रिकुटा नगर जम्मू-180012
55. ओरियन्टल बैंक ऑफ कॉमर्स
ज्योति पब्लिक उच्च विद्यालय 781/ए, गांधीनगर
जम्मू-180004
56. ओरियन्टल बैंक ऑफ कॉमर्स
सेक्टर-2, मेटाडोर स्टैंड के नजदीक छत्ती हिम्मत
जम्मू-180015
57. ओरियन्टल बैंक ऑफ कॉमर्स
प्लॉट नं. 6, मुख्य मार्ग नरपाल ट्रांसपोर्ट नगर
जम्मू-180006
58. ओरियन्टल बैंक ऑफ कॉमर्स
मेन चौक, विजयपुर तहसील: सांभा, (जिला: ऊधमपुर)
पिन: 184120
59. ओरियन्टल बैंक ऑफ कॉमर्स
483, बसंत एवेन्यू अमृतसर-143001
60. ओरियन्टल बैंक ऑफ कॉमर्स
कस्मीरी पसला, बटाला रोड डाकघर: विजयनगर
अमृतसर-143036
61. ओरियन्टल बैंक ऑफ कॉमर्स
सकल पैलेस जी.टी. रोड चौक मकबूल पुरा
अमृतसर-143001
62. ओरियन्टल बैंक ऑफ कॉमर्स
हाल बाजार अमृतसर-143001
63. ओरियन्टल बैंक ऑफ कॉमर्स
ग्रीन एवेन्यू, जेल रोड एरिया अमृतसर-143001
64. ओरियन्टल बैंक ऑफ कॉमर्स
10, जिला शॉपिंग कॉम्प्लेक्स रणजीत एवेन्यू
अमृतसर-143001
65. ओरियन्टल बैंक ऑफ कॉमर्स
अमृतसर कालेज ऑफ इंजीनियरिंग एवं टेक्नोलॉजी
अमृतसर-जालंधर रोड नजदीक मानावाला
अमृतसर-143115
66. ओरियन्टल बैंक ऑफ कॉमर्स
जी.टी. रोड, शरीफपुरा अमृतसर-143001
67. ओरियन्टल बैंक ऑफ कॉमर्स
श्री गुरु हरकृष्ण पब्लिक स्कूल गोल्डन एवेन्यू, (बीफ
खालसा दीवान) अमृतसर-143001
68. ओरियन्टल बैंक ऑफ कॉमर्स
शारदा हाऊस-6, डायमंड एवेन्यू अमृतसर-143001
69. ओरियन्टल बैंक ऑफ कॉमर्स
खालड़ा रोड भिखीविह (जिला: तरनतारन) पिन: 143003
70. ओरियन्टल बैंक ऑफ कॉमर्स
सरायन रोड, जडियाला गुरु (जिला: अमृतसर)
पिन: 143115
71. ओरियन्टल बैंक ऑफ कॉमर्स
जी. टी. रोड, खालसा अमृतसर-143001
72. ओरियन्टल बैंक ऑफ कॉमर्स
जी. टी. रोड, बटाला (जिला: गुरदासपुर) अमृतसर-143505
73. ओरियन्टल बैंक ऑफ कॉमर्स
गांव एवं डाकघर- डेरा बाबा नानक (जिला: गुरदासपुर)
पिन: 143604
74. ओरियन्टल बैंक ऑफ कॉमर्स
डलहौजी रोड, पठानकोट (जिला: गुरदासपुर) पिन: 145001
75. ओरियन्टल बैंक ऑफ कॉमर्स
जी. टी. रोड दीना नगर (जिला: गुरदासपुर) पिन: 143531
76. ओरियन्टल बैंक ऑफ कॉमर्स
डंगू रोड, पठानकोट (जिला: गुरदासपुर) पिन: 145001
77. ओरियन्टल बैंक ऑफ कॉमर्स
मेन बाजार, सुजानपुर (जिला: गुरदासपुर) पिन: 143519
78. ओरियन्टल बैंक ऑफ कॉमर्स
हिंदू कन्या महाविद्यालय के सामने मेन रोड, धारीवाल
(जिला: गुरदासपुर)

79. ओरियन्टल बैंक ऑफ कॉमर्स
प्लॉट नम्बर-6, मुख्य मार्ग नरवाल ट्रांसपोर्ट नगर
जम्मू-180006

80. ओरियन्टल बैंक ऑफ कॉमर्स
गांव एवं डाकघर: लालपुरा (जिला: अमृतसर)

पटियाला क्षेत्र

81. ओरियन्टल बैंक ऑफ कॉमर्स
ओल्ड बस स्टैंड के सामने राजकोट चौक अहमदगढ़
(जिला: संगरूर) पिन-148021

82. ओरियन्टल बैंक ऑफ कॉमर्स
ग्राम एवं डाकघर: बागरियां (जिला: संगरूर) पिन: 147201

83. ओरियन्टल बैंक ऑफ कॉमर्स
गुरुद्वारा कॉम्प्लेक्स चंडीगढ़-राजपुरा हाईवे बनूर
(जिला: पटियाला)

84. ओरियन्टल बैंक ऑफ कॉमर्स
कूचा कालेज रोड गवर्नमेंट कालेज फॉर ब्यायज के सामने
बरनाला (जिला: बरनाला)

85. ओरियन्टल बैंक ऑफ कॉमर्स
बीहड़ा ग्राम एवं डाकघर: बरनाला (जिला: बरनाला)
पिन-148100

86. ओरियन्टल बैंक ऑफ कॉमर्स
छप्पड़ बहादुरगढ़-घनौर रोड, (जिला: पटियाला)
पिन-147021

87. ओरियन्टल बैंक ऑफ कॉमर्स
ग्राम एवं डाकघर : छँटावाला तहसील: नाभा,
(जिला : पटियाला) पिन-147201

88. ओरियन्टल बैंक ऑफ कॉमर्स
बरनाला रोड धनौला (जिला: बरनाला)

89. ओरियन्टल बैंक ऑफ कॉमर्स
तहसील काम्प्लेक्स धुरी (जिला: संगरूर)

90. ओरियन्टल बैंक ऑफ कॉमर्स
ज्योति स्वरूप मोड़ फतेहगढ़ साहिब
(जिला: फतेहगढ़ साहिब) पिन-140406

91. ओरियन्टल बैंक ऑफ कॉमर्स
ग्राम एवं डाकघर: लस्सोई तहसील: मलेरकोटला
(जिला: संगरूर) पिन-148023

92. ओरियन्टल बैंक ऑफ कॉमर्स
मेन बाजार लोंगोवाल (जिला: संगरूर)

93. ओरियन्टल बैंक ऑफ कॉमर्स
दिल्ली गेट के बाहर मलेरकोटला, (जिला: संगरूर)
पिन-148023

94. ओरियन्टल बैंक ऑफ कॉमर्स
जर्ग चौक, बाई पास मलेरकोटला (जिला: संगरूर)
पिन-148023

95. ओरियन्टल बैंक ऑफ कॉमर्स
रीजनल इंस्टीट्यूट ऑफ मैनेजमेंट एंड टेक्नोलॉजी मंडी
गोबिन्दगढ़ जिला: फतेहगढ़ साहिब पिन: 147301

96. ओरियन्टल बैंक ऑफ कॉमर्स
ए-टैंक, अदालत बाजार पटियाला-147001

97. ओरियन्टल बैंक ऑफ कॉमर्स
एस. सी.ओ.-15 भूपिंद्रा रोड पटियाला-147001

98. ओरियन्टल बैंक ऑफ कॉमर्स
चौक पुरानी कोतवाली पटियाला-147001

99. ओरियन्टल बैंक ऑफ कॉमर्स
मेन बाजार, गुरुबक्स कॉलोनी पटियाला-147001

100. ओरियन्टल बैंक ऑफ कॉमर्स
बुद्धा दल पब्लिक स्कूल एम.ए.माल, पटियाला-147001

101. ओरियन्टल बैंक ऑफ कॉमर्स
सत काम्प्लेक्स गायत्री अस्पताल के पास सरहिंद रोड
बाईपास इंडस्ट्रियल फोकल प्वाइंट पटियाला-147001

102. ओरियन्टल बैंक ऑफ कॉमर्स
गवर्नमेंट महेंद्रा कॉलेज जिला: पटियाला पिन-147001

103. ओरियन्टल बैंक ऑफ कॉमर्स
म्यूनिसिपल कारपोरेशन बिल्डिंग पटियाला-147001

104. ओरियन्टल बैंक ऑफ कॉमर्स
न्यू ऑफिसर कॉलोनी स्टेडियम रोड
पटियाला-147001

105. ओरियन्टल बैंक ऑफ कॉमर्स
डिस्पेंसरी रोड त्रिपुरी टाऊन पटियाला-147002

106. ओरियन्टल बैंक ऑफ कॉमर्स
एससीओ-114, फेज-II अर्बन एस्टेट राजपुरा-पटियाला रोड
पटियाला-147002

107. ओरियन्टल बैंक ऑफ कॉमर्स
शिव मंदिर ए.सी. मार्केट पटियाला रोड पातड़ा
(जिला : पटियाला)

108. ओरियन्टल बैंक ऑफ कॉमर्स
अमृतसर वनस्पति कं. लि. चंडीगढ़ रोड, राजपुरा
पिन-140401

109. ओरियन्टल बैंक ऑफ कॉमर्स
मार्कफेड के नजदीक फोकल प्वाइंट, बाईपास राजपुरा
(जिला: पटियाला) पिन-140401

110. ओरियन्टल बैंक ऑफ कॉमर्स
मुकुट पोलिटेक्निक फॉर वूमन एडिफिकेशन कॉम्प्लेक्स, राजपुरा
(जिला: पटियाला) पिन-140401
111. ओरियन्टल बैंक ऑफ कॉमर्स
पटेल मेमोरियल कॉलेज एस.बी.एस. कालोनी
(जिला: राजपुरा) पिन-140401
112. ओरियन्टल बैंक ऑफ कॉमर्स
पटियाला रोड, राजपुरा (जिला: पटियाला) पिन-140401
113. ओरियन्टल बैंक ऑफ कॉमर्स
होली हार्ट पब्लिक स्कूल सहसील कॉम्प्लेक्स के सामने
समाना, (जिला: पटियाला) पिन-147101
114. ओरियन्टल बैंक ऑफ कॉमर्स
अनाज मंडी, सरहिंद (जिला: फतेहगढ़ साहिब)
पिन-140406
115. ओरियन्टल बैंक ऑफ कॉमर्स
पीरा वाले गेट के नजदीक मुक्तम (जिला: संगरूर)
पिन-148028
116. ओरियन्टल बैंक ऑफ कॉमर्स
ब्लॉक डेवेलपमेंट एंड पंचायत ऑफिस मुक्तम,
(जिला: संगरूर) पिन-148088
117. ओरियन्टल बैंक ऑफ कॉमर्स
तपा मंडी, तपा (जिला: कलकत्ता) पिन-148108
118. ओरियन्टल बैंक ऑफ कॉमर्स
बिलासपुर रोड, कार्ड नं. 9, मुस्लिम मार्केट खमानों
(जिला: फतेहगढ़ साहिब) पिन-141127
119. ओरियन्टल बैंक ऑफ कॉमर्स
दुर्गा मंदिर के पास ग्राम एवं डाकघर: भादसों
(तहसील: नाभा), जिला पटियाला पिन-147202
120. ओरियन्टल बैंक ऑफ कॉमर्स
एस.सी.ओ. 146, दूसरा मास्ता, इन्फ्रामेंट ट्रस्ट कॉम्प्लेक्स
जिला: पटियाला पिन-147001
121. ओरियन्टल बैंक ऑफ कॉमर्स
जिला परिषद् बिल्डिंग सरहिंद रोड (जिला: पटियाला)
पिन-147001
122. ओरियन्टल बैंक ऑफ कॉमर्स
प्रादेशिक कार्यालय, सी सेंटरमार्क, फरहात तल, नम्बर-21/15,
महात्मा गांधी रोड, बंगलोर-560001
123. ओरियन्टल बैंक ऑफ कॉमर्स
प्रादेशिक कार्यालय, आलोक भारती टॉवर, शहीद नगर,
भुवनेश्वर-751007

124. ओरियन्टल बैंक ऑफ कॉमर्स
प्रादेशिक कार्यालय, गलेरिया मार्केट, दुसरा तल, नचन रोड,
बेनाचिटी, दुर्गापुर-713213
125. ओरियन्टल बैंक ऑफ कॉमर्स
प्रादेशिक कार्यालय, ओबीसी टॉवर, तीसरा तल,
917-20-20ए, फर्गुसन कालेज रोड, पुणे-411004
126. ओरियन्टल बैंक ऑफ कॉमर्स
प्रादेशिक कार्यालय, अमन चेम्बर्स, पहला तल, वीर
सावरकर मार्ग, न्यू पासपोर्ट कार्यालय के सामने, प्रभा देवी,
मुम्बई-400025
127. ओरियन्टल बैंक ऑफ कॉमर्स
शाखा कार्यालय, पालजोर स्टेडियम, गंगटोक
(सिक्किम)-737101.

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128. केनरा बैंक
कॉपल्ली शाखा (2854) सर्वे सं. 103/बी, बी शिवा रेड्डी
गोडाउन के सामने कॉपल्ली, कुतबुल्लापुर रंगरेड्डी मंडल,
आंध्र प्रदेश राज्य
129. केनरा बैंक
आंध्रा नगर शाखा (1383) मेईन रोड, 4-9, आंध्रा
नगर-503215, निजामाबाद जिला, आंध्र प्रदेश राज्य
130. केनरा बैंक
अरूर शाखा (1869) ग्रामपंचायत भवन अरूर-508112
नलगोडा जिला, आंध्र प्रदेश राज्य
131. केनरा बैंक
आत्मकूरु शाखा (1325) घर सं. 3/7 सी अलंकार टाकीस
के आगे, आत्मकूरु, हनुमकोंडा-506011 वारंगल जिला,
आंध्र प्रदेश राज्य
132. केनरा बैंक
भोनगिर शाखा (0658) घर सं. 1-6-200/ए2, मुनिसिपल
ऑफीस के आगे स्टेशन रोड, भोनगिर-508116
नलगोडा जिला, आंध्र प्रदेश राज्य
133. केनरा बैंक
चिदयाल शाखा (0665) मेईन रोड, चिदयाल-508114
नलगोडा जिला, आंध्र प्रदेश राज्य
134. केनरा बैंक
जनगाँव शाखा [नवाबपेट] (1328) 1-1-53/1, बैंक स्ट्रीट,
जनगाँव-506167, वारंगल जिला, आंध्र प्रदेश राज्य
135. केनरा बैंक
कडताल शाखा (0899) मेईन रोड, कडताल-509359
महबूब नगर जिला, आंध्र प्रदेश राज्य

136. केनरा बैंक
करीम नगर शाखा (2498) 2-6-8, कामधेनु सुपर बाजार
भवन, श्री वेंकटेश्वरा मंदिर के पास करीमनगर-505001
आंध्र प्रदेश राज्य
137. केनरा बैंक
कायामूर शाखा (1923) मेईन रोड, पसरा कार्टोफर-560347
गोविंदराव पेट मंडल, वारंगल जिला, आंध्र प्रदेश राज्य
138. केनरा बैंक
कॉपल्ली शाखा (1877) कॉपल्ली-508244 नलगोंडा
जिला, आंध्र प्रदेश राज्य
139. केनरा बैंक
क्यातूर शाखा (1364) घ.सं. 2-76, मंदिर के पास,
क्यातूर-509154 महबूब नगर जिला, आंध्र प्रदेश राज्य
140. केनरा बैंक
मडिकोंडा शाखा (1327) 2-53/1313, हैदराबाद मेईन रोड,
मडिकोंडा-506142, वारंगल जिला, आंध्र प्रदेश राज्य
141. केनरा बैंक
महबूब नगर शाखा (1408) 1-5-71 ए, न्यू टाउन,
महबूब नगर-509001, आंध्र प्रदेश राज्य
142. केनरा बैंक
नागार्जुनसागर शाखा (1192) ए-एफ, 73, हिल कॉलनी,
सेइंट जोसफ हैस्कूल के पास, नागार्जुन सागर-508202
नलगोंडा जिला, आंध्र प्रदेश राज्य
143. केनरा बैंक
नलगोंडा शाखा (0776) 4-9-5 ए & 5 बि, आर पी रोड
नलगोंडा-508001-आंध्र प्रदेश राज्य
144. केनरा बैंक
राजूपेट शाखा (1301) घर सं. 2/158, मेईन रोड, मंगापेट
पोस्ट, राजूपेट-506172 वारंगल जिला, आंध्र प्रदेश राज्य
145. केनरा बैंक
रेऊरु शाखा (1664) कोडाड तालूक रेऊरु-508246
नलगोंडा जिला, आंध्र प्रदेश राज्य
146. केनरा बैंक
शादनगर शाखा (0843) राजपथ-7, शादनगर-509216
महबूब नगर जिला, आंध्र प्रदेश राज्य
147. केनरा बैंक
हनमाकोंडा शाखा (2450) भूतल, प्लॉट सं: ए2/1,
बालसमुद्रम मेईन रोड, विकसिला पार्क, हनूमकोंडा
वारंगल-506001 आंध्र प्रदेश राज्य
148. केनरा बैंक
तुंगतुर्ति शाखा (वेंपटी) (1938) घर सं: 2-89/2/ए, सर्वे
सं: 797, मेईन रोड, तुंगतुर्ति गाँव और मंडल वेंपटी-508280
नलगोंडा जिला, आंध्र प्रदेश राज्य
149. केनरा बैंक
वारंगल मेईन शाखा (0621) पी बी सं: 51, स्टेसन रोड
वारंगल-506002, आंध्र प्रदेश राज्य
150. केनरा बैंक
रेपाला शाखा (1810) घर सं: 1-44,
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आंध्र प्रदेश राज्य
151. केनरा बैंक
मुद्रा तिजोरी हैदराबाद (1810) 3-6-65, स्कोर्सलैंड
टाकिज के बगल में, बशीरबाग, हैदराबाद-500029
152. केनरा बैंक
मुद्रा तिजोरी वारंगल-8094 (1810) 16-10-1458, त्रिभु के
नौचे का रोड, वरंगल-506002
153. केनरा बैंक
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जबलपुर-482002 मध्य प्रदेश
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गोला का मंदिर प्लॉट नं. 6, मुत्तर इन्डोब कॉलोनी, गोला
का मंदिर, ग्वालियर-474005 (मध्य प्रदेश)
155. केनरा बैंक
नरसिंहपुर प्लॉट नं. 24/1, कृष्ण वार्ड, मेईन रोड, स्वराज
गंज मौजा : कंदेली नरसिंहपुर-487001 (मध्य प्रदेश)
156. केनरा बैंक दुमका
थाना रोड, दुमका, दुमका जिला, झारखंड
157. केनरा बैंक पेंटाकोस्टल
पेंटाकोस्टल असेम्बली स्कूल, सेक्टर 12, बोकारो स्टील
सिटी, बोकारो जिला, झारखंड
158. केनरा बैंक, कुसई शाखा
जे एस ई बी कुसई कोलनी डोरपडा, रांची-8340023
रांची जिला, झारखंड
159. केनरा बैंक चास शाखा (बोकारो)
लक्ष्मी निवास, बाई पास रोड, चास पो. (बोकारो)-827013
बाकोरा जिला, झारखंड
160. केनरा बैंक डिमना रोड शाखा
माडंट व्यू स्कूल, डिमना रोड, जमशेदपुर-831018,
पूर्वी सिंहभूम जिला, झारखंड
161. केनरा बैंक, कबीर मेमोरियल शाखा
कबीर मेमोरियल उर्दू हाई स्कूल माकनो, जमशेदपुर
पूर्वी सिंह भूम जिला, झारखंड
162. केनरा बैंक, अंचल कार्यालय
कडरु बाई पास रोड, पो. डोरपडा रांची-834002, झारखंड

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संची कॉफे रोड श्रीराम गार्डन, कॉफे रोड संची-834 008
संची जिला, झारखंड
164. केनरा बैंक
जमसेपुर आदित्यपुर एसएसआई शाखा विर्डी भवन,
मेन रोड, आदित्यपुर जमसेपुर-831013, पूर्वी सिंहभूम,
झारखंड
165. केनरा बैंक
आफोनी 15/463 गोवा अस्पताल रोड आफोनी-518301
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166. केनरा बैंक
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कॉम्प्लेक्स पहला मार्ग, न्यू टौन अनन्तपुर-515004,
आन्ध्र प्रदेश
167. केनरा बैंक
बेन्कोतपल्ली बेन्कोतपल्ली-515101 अनन्तपुर जिला,
आन्ध्र प्रदेश
168. केनरा बैंक
कडपा, एच नं. 6/502 कडपा बिनचौक
कडपा-516002 आन्ध्र प्रदेश
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करकमवाडी लक्ष्मी नरसिंह थियेटर के सामने
रेगिमुटा पडताल चौकी के पास मन्नास रोड,
करकमवाडी-517520
170. केनरा बैंक
मदनपल्ली, राधा निलयम, श्री कृष्ण कॉम्प्लेक्स,
पटेल रोड, बी के पालेम, मदनपल्ली-517325
चित्तूर जिला, आन्ध्र प्रदेश
171. केनरा बैंक
मेडापुरम, 4-36, प्रधान मार्ग, मेडापुरम-515651
अनन्तपुर जिला, आन्ध्र प्रदेश
172. केनरा बैंक
प्रोद्दूर, श्री विवेकानन्द धोक वस्त्र मंडी,
श्री विवेकानन्द रोड, प्रोद्दूर, कडपा जिला,
आन्ध्र प्रदेश
173. केनरा बैंक
राजमपेट, 2/8, मन्नास रोड, राजमपेट,
कडपा जिला, आन्ध्र प्रदेश
174. केनरा बैंक
राप्ताडू, 3/17, राप्ताडू, कन्डुवूरु मार्ग,
राप्ताडू मंडल-515721
आन्ध्र प्रदेश
175. केनरा बैंक
तिरुपति पल्लि थियेटर के सामने, सयलवेणु रोड,
तिरुपति-517501
चित्तूर जिला, आन्ध्र प्रदेश
176. केनरा बैंक (2873)
सिंघाई भवन कैण्ट रोड, लखनऊ,
पिन कोड-226001
उत्तर प्रदेश
177. केनरा बैंक (2851)
मसीहा कॉम्प्लेक्स, स्टेशन रोड, कंपनीबाग, बाराबंकी,
पिन-225001 उत्तर प्रदेश
178. केनरा बैंक (2866)
बरेली रिपयूजी कोआपरेटिव हाऊसिंग सोसायटी लिमिटेड,
मॉडल टाउन बरेली, पिन-243005
उत्तर प्रदेश
179. केनरा बैंक (2908)
टी-93, शिवालिक नगर, रामीपुर, हरिद्वार,
पिन 249401, उत्तराखण्ड
180. केनरा बैंक (2909)
भगवानपुर
रुडकी-हरिद्वार रोड, जिला हरिद्वार,
पिन 247667, उत्तराखण्ड
181. केनरा बैंक (2900)
बाबासाहेब भीमराव अम्बेडकर विश्वविद्यालय,
विद्या विहार, राय बरेली रोड, लखनऊ,
पिन 226025, उत्तर प्रदेश
182. केनरा बैंक (2917)
साहबगंज हाऊस संख्या : सी/169/145, मीरजापुर चौक,
साहबगंज, गोरखपुर,
पिन 273005
उत्तर प्रदेश
183. केनरा बैंक (2910)
खीरी लखीमपुर, नई बस्ती, सेडवेक्स स्टैंड के सामने,
लखीमपुर खीरी, पिन-262701,
उत्तर प्रदेश
184. केनरा बैंक (2902)
शाखा-पनकी, ई-61, शम्भुलाल देवी मेमोरियल हल पनकी,
कानपुर, पिन-208020
उत्तर प्रदेश
185. केनरा बैंक (2901)
वेल्लम व्यायम स्कूल
सर्कुलर रोड, दालमघाला, देहरादून,
पिन-248001 उत्तराखण्ड

186. केनरा बैंक (2936)
मुरादाबाद विकास प्राधिकरण
मुरादाबाद, पिन-244001
उत्तर प्रदेश
187. केनरा बैंक (2932)
बी ई एल यूनिट
कोयटूर, पिन-246149
उत्तराखण्ड
188. केनरा बैंक (2930)
सुस्तन सिंह पब्लिक इंटर कालोन
स्योहरा, पिन-246746
उत्तराखण्ड
189. केनरा बैंक (2931)
कृषि उत्पन्न मंडी समिति बड़ौत
बड़ौत, पिन-250611
उत्तर प्रदेश
190. केनरा बैंक (2933)
वर्कमन कालोन
बिजनौर, पिन-246701
उत्तर प्रदेश
191. केनरा बैंक (2935)
युनाईटेड इन्वियर्स कालोन
नैनी इलाहाबाद,
उत्तर प्रदेश
192. केनरा बैंक
बहरमपुर (प. बंगाल) ग्रीन व्यू अपार्टमेंट नं. 2,
श्रीराम विमानि रोड, मुरादाबाद-742101
बहरमपुर, पश्चिम बंगाल
193. केनरा बैंक
हार्दिया साखा
त्रिमती कॉम्प्लेक्स, होटल गोल्डन स्ट्रीट के सामने,
सुकांत नगर कालोनी, डालघर-देवगं,
पूर्व मेदिनीपुर-721657
194. केनरा बैंक
गडिया साखा, 167, गडिया मेन रोड, तेंतुलतल्ला,
डालघर-गडिया, कोलकाता-700084
पश्चिम बंगाल
195. केनरा बैंक
अन्तिमस्ट्रीटव ब्लॉक,
इंटरनेशनल टर्मिनल एयरपोर्ट,
तिरुवनंतपुरम-695008
केरल
196. केनरा बैंक
शास्ता टावर्स
शास्ता टेम्पल के पास
मणक्काड, तिरुवनंतपुरम-695009
197. केनरा बैंक
प्रीता बिल्डिंग टी सी 2/716 (1), पूजपुरा,
तिरुवनंतपुरम-695012
198. केनरा बैंक
टी सी 8/123, टीकेएमआरए-127, तिरुमला,
तिरुवनंतपुरम-695006
केरल
199. केनरा बैंक
पी बी नं. 19, ए एल पी 11/747,
भौसन ब्रैच-इन शोपिंग सेंटर, कॉलेज जंक्शन,
अंबल अलयमण पी ओ, कोल्सम जिला-691320
केरल
200. केनरा बैंक
पहली मॉडल, नूरास टावर,
सरकारी अस्पताल के पास, पडा नार्थ, करुनागपल्ली,
कोल्सम जिला-690518
केरल
201. केनरा बैंक
कार्तिका बिल्डिंग, पहली मॉडल, कोन्नी,
पत्तमतिट्टा जिला-689691
केरल
202. केनरा बैंक
ऐरिष टावर्स, कौधिकुडी, मुटम्पलम पोस्ट,
कोट्टयम जिला-686004
केरल
203. केनरा बैंक
टी सी 81/1613-1
एन एच बैपास
टेक्नोपार्क, कुलतूर पी ओ
तिरुवनंतपुरम-695586
केरल
204. केनरा बैंक
डोर नं. 800/12, मण्णुची,
मण्णुची पोस्ट ऑफीस के पास,
त्रिशूर, केरल
205. केनरा बैंक
वार्ड नं. 7/356, कालडी पंचायत,
सूर्या सूपर बाजार जंक्शन, कालडी,
एरणाकुलम जिला, केरल

206. केनरा बैंक
पुतुकल्लेल कांप्लेक्स, डोर नं. 36/2176 बी,
कलूर-कडवन्तरा रोड, कलूर,
एरणाकुलम जिला-682 017
केरल
207. केनरा बैंक
ए आर एम शाखा, रुकिया ब्लॉक बिल्डिंग,
दीपा थियेटर के पास, रविपुरम, एम जी रोड,
एरणाकुलम, केरल
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नं. 24/1987, वल्लिंगटन ऐलेंट, कोच्चि-682 003,
एरणाकुलम, केरल
209. केनरा बैंक
डोर नं. 1/509, भारतीय विद्या भवन, पूम्बट्टी,
इरविमंगलम पी ओ,
त्रिशूर, केरल
210. केनरा बैंक
नौएडा सेक्टर-63 शाखा, 1/ए 40, ब्लॉक-एच,
सेक्टर-63, नौएडा
211. केनरा बैंक
बवाना शाखा, नं. 1177, महानगर टेलिफोन निगम लिमिटेड,
एक्सचेंज के सामने, बवाना,
दिल्ली-110 039
212. केनरा बैंक
सीसीआरटी, द्वारका शाखा, प्लॉट नं. 15-ए,
सेक्टर नं. 7, द्वारका, नई दिल्ली
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ज्ञानदीप विद्या भवन शाखा, ज्ञानदीप विद्या भवन
सेकेंडरी स्कूल, यमुना विहार,
दिल्ली
214. केनरा बैंक
नरेला शाखा, 1961/5, आर्य समाज,
रेलवे रोड के पास, नरेला,
दिल्ली
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पालम विहार शाखा,
दुकान नं. एस जी एफ 04, 05, 10 एण्ड 11,
पालम ट्रैंगल, ए-ब्लॉक, पालम विहार,
गुडगांव-122 017, हरियाणा
216. केनरा बैंक
बुराडी शाखा, 867, संत नगर मेन रोड,
बुराडी, दिल्ली
217. केनरा बैंक
सर्वे क्र. 16/1/ए, विश्व-पार्वती बिल्डिंग, ओम चौक,
बिजली नगर, बिचवड, पुणे-411 033
यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, दिल्ली दक्षिण
218. यूनियन बैंक ऑफ इंडिया,
सरिता विहार शाखा,
स्नेहल शॉपिंग सेंटर, प्रथम तल,
फॉकट एफ एवं जी, सरिता विहार,
नई दिल्ली-110 076
क्षेत्रीय कार्यालय, भोपाल
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आर ए. बी. शाखा,
1513/1/1, अरेरा हिल्स,
भोपाल (म. प्र.) 462 011
क्षेत्रीय कार्यालय, इंदौर
220. यूनियन बैंक ऑफ इंडिया,
झाबुआ शाखा
19, ज्योति भवन कांप्लेक्स, दिलीप गेट के पास,
इन्दौर-अहमदाबाद रोड, मेघनगर नाका,
झाबुआ (म.प्र.) 457 661
क्षेत्रीय कार्यालय, सेवा
221. यूनियन बैंक ऑफ इंडिया,
कचकर शाखा, जे.पी. विहार, जे.पी. सीपी स्पोर्ट प्लांट,
फिल्म सिटी
- क्षेत्रीय कार्यालय, जबलपुर**
222. यूनियन बैंक ऑफ इंडिया,
सविताभवन रोड शाखा, रामपुर, जबलपुर,
मध्य प्रदेश-482 008
क्षेत्रीय कार्यालय, मेरठ
223. यूनियन बैंक ऑफ इंडिया,
बागपत शाखा, मुख्य चौक, दिल्ली-सहारनपुर रोड,
बागपत-250 609
जिला बागपत (उ. प्र.)
224. यूनियन बैंक ऑफ इंडिया,
गजरीला शाखा, पी. डब्ल्यूडी कार्यालय के सामने,
स्टेशन रोड, गजरीला-244 235
जिला जे.पी. नगर (उ. प्र.)

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225. यूनियन बैंक ऑफ इंडिया,
एम.जी. रोड शाखा, अमृत, 13, एम.जी. रोड,
आगरा-282 001, जिला आगरा
(उ. प्र.)

226. यूनियन बैंक ऑफ इंडिया,
जी.टी. रोड, अलीगढ़ शाखा, जी.टी. रोड,
निकट बाना देवी पुलिस स्टेशन,
अलीगढ़-202 001 जिला अलीगढ़ (उ. प्र.)

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227. यूनियन बैंक ऑफ इंडिया,
हंडिया शाखा, 6/36, वार्ड नं. 6, हंडिया बाजार, हंडिया
जिला इलाहाबाद-221 503

228. यूनियन बैंक ऑफ इंडिया,
प्रहसमद शाखा, भद्री हाऊस, कचहरी रोड, प्रतापगढ़,
उत्तर प्रदेश

229. यूनियन बैंक ऑफ इंडिया,
मम्फोर्ड गंज शाखा, 514-एफ, त्रिपाठी चौक,
मम्फोर्ड गंज, इलाहाबाद,
उत्तर प्रदेश

230. यूनियन बैंक ऑफ इंडिया,
गोपी गंज शाखा, मुख्य बाजार, टी.टी. रोड, मोपीगंज,
जिला-साँ रविदास नगर,
उत्तर प्रदेश

क्षेत्रीय कार्यालय, पटना

231. यूनियन बैंक ऑफ इंडिया,
बेलिया शाखा, सिद्धार्थ ट्रेडर्स,
सुप्रिया विनोद रोड, जिला-फोर्ट बेलिया, बिहार
पिन-845438

232. यूनियन बैंक ऑफ इंडिया,
फाटलपुर कॉलोनी शाखा, पन्नालाल मार्केट,
भरत के निकट, पटना, बिहार
पिन-800 013

233. यूनियन बैंक ऑफ इंडिया,
मोतीहारी शाखा, राजाबाजार, बलुआ रोड, मोतीहारी,
पोस्ट + जिला मोतीहारी,
बिहार

234. यूनियन बैंक ऑफ इंडिया,
सीतामढ़ी शाखा, राजोपट्टी, डुमरा रोड,
जिला + पोस्ट-सीतामढ़ी, बिहार
पिन-843 302

क्षेत्रीय कार्यालय, रांची

235. यूनियन बैंक ऑफ इंडिया,
डुमका शाखा, श्री स्वाम प्लेज,
वैर कुंवर सिंह चौक के पास, डुमका : 814 101
जिला डुमका (झारखण्ड)

क्षेत्रीय कार्यालय, अहमदाबाद

236. यूनियन बैंक ऑफ इंडिया,
ईसनपुर शाखा,
ए-112, राधे किरान कॉम्प्लेक्स,
रित्थयंस प्रोत् के पास, जय मल्ल रिंग रोड, ईसनपुर,
अहमदाबाद-382 443

जिला : अहमदाबाद, राज्य : गुजरात

237. यूनियन बैंक ऑफ इंडिया,
अडालज शाखा
श्री सिमंदर, स्वामी भाराधना ट्रस्ट, सिमंदर सिटी,
त्रिपौर कोम्पस, अहमदाबाद कलोल हार्बे,
अडालज 382 421, जिला गांधीनगर,
राज्य गुजरात

क्षेत्रीय कार्यालय, नरसिपु

238. यूनियन बैंक ऑफ इंडिया,
नरेन्द्र नगर शाखा, 46, साकेत नगर, सुयोग नगर चौक
रिंग रोड, नरसिपु 440027 (महाराष्ट्र)

क्षेत्रीय कार्यालय, नासिक

239. यूनियन बैंक ऑफ इंडिया,
रिटेल असेट्स शाखा, नासिक 275, जाधव वाडा, सीटीएस
433ए एम.जी. रोड, नासिक-422 002

240. यूनियन बैंक ऑफ इंडिया,
बीड शाखा, वैद्यनाथ सेम्बर्स, सिव्वाप्री चौक, एस.पी.
ऑफिस के सामने बीड-431 122

क्षेत्रीय कार्यालय, कोल्हापुर

241. यूनियन बैंक ऑफ इंडिया,
कोडोली शाखा, कोडोली बिल्डिंग, मु. पो. कोडोली,
ता. पन्हाला, जि. कोल्हापुर, कोडोली-416 114

242. यूनियन बैंक ऑफ इंडिया,
कराड शाखा, फाटील हेरिटेज, 207/2, सी शनिवार पेठ, दत्त
चौक, कराड (जिला सातारा) पिन 415 110 महाराष्ट्र

क्षेत्रीय कार्यालय, मुंबई (पश्चिम)

243. यूनियन बैंक ऑफ इंडिया,
पालघर शाखा, 1, वात्सल्य, पालघर मनोर रोड,
पालघर (पश्चिम), जिला ठाणे 401 404

244. यूनियन बैंक ऑफ इंडिया,
लोखंडवाला कॉम्प्लेक्स शाखा सनशाइन, पी-39,
साह्योन्नगर के सामने, लोखंडवाला कॉम्प्लेक्स, अंधेरी
(पश्चिम), मुंबई 400 053

क्षेत्रीय कार्यालय, पश्चिम मुंबई

245. यूनियन बैंक ऑफ इंडिया,
क्षेत्रीय कार्यालय पश्चिम मुंबई, तीसरी मंजिल, न्यू विनोद
सिल्क मिल्स कंपाउंड, चक्रवर्ती अशोक रोड, अशोकनगर,
कांदिवली (पूर्व), मुंबई-400101

क्षेत्रीय कार्यालय, उत्तर ठाणे

246. यूनियन बैंक ऑफ इंडिया,
पवई कार्पोरेट एवं एसएमई शाखा, आदि शंकराचार्य मार्ग,
इंडियन रजिस्ट्रेशन ऑफ शिपिंग कॉम्प्लेक्स के बाजू में
पवई, लेक के सामने, पवई, मुंबई-400072
247. यूनियन बैंक ऑफ इंडिया,
अंबरनाथ शाखा, प्लॉट नं. 571, दिपावली खेर सेक्टर
अंबरनाथ (पूर्व)-421501
248. यूनियन बैंक ऑफ इंडिया,
बदलापुर शाखा, द्वारका अनिस निवास, दत्त चाल, बेलावती,
बदलापुर (प.), 421503
249. यूनियन बैंक ऑफ इंडिया,
टी.एम.टी. शाखा, टीएमटी एक्सटेंशन काउंटर, प्रशासनिक
भवन, रोड क्र. 27 एवं 34 वागले डिपो, वागले एस्टेट, ठाणे
(प.)

क्षेत्रीय कार्यालय, बेंगलूर

250. यूनियन बैंक ऑफ इंडिया,
बी टी एम ले आऊट शाखा, 425/426, के एस आर कोर्ट,
बीटीएम 2 रा स्टेज, 7वां क्रॉस, 8वां मेन कार्नर, माइको ले
आऊट बेंगलूर-560076
251. यूनियन बैंक ऑफ इंडिया,
चंदा ले आऊट शाखा, # 43, 2 रा स्टेज, बीएचसीएस ले
आऊट (चंदा ले आऊट बस डिपो के सामने) बेंगलूर
560040
252. यूनियन बैंक ऑफ इंडिया,
बसवेश्वरनगर शाखा, # 48, चौथा ब्लॉक, चौथा स्टैंड,
बसवेश्वरनगर, सिद्धैयापुराणिक रोड, बेंगलूर-560024
253. यूनियन बैंक ऑफ इंडिया,
भुवनेश्वरीनगर शाखा, # 70 एवं 71, दासरहल्ली, ग्राम
रास्ता, भुवनेश्वरीनगर, बेंगलूर-560024
254. यूनियन बैंक ऑफ इंडिया,
दरलकट्टे-मंगलूर शाखा, अल-हमीदुल्ला कॉम्प्लेक्स,
निचला तल, मुख्य बाजार, मंगलूर-574160

क्षेत्रीय कार्यालय, बेलगाम

255. यूनियन बैंक ऑफ इंडिया,
सिंदगी शाखा, 1816, सिंदगी, सिंदगी-586128 ता. सिंदगी,
जिला: बीजापुर

क्षेत्रीय कार्यालय, हैदराबाद

256. यूनियन बैंक ऑफ इंडिया,
मिर्यालगुडा शाखा, डोर क्र. 18-704, अशोकनगर
मिर्यालगुडा (टाउन), नलगोंडा, जिला-508207

257. यूनियन बैंक ऑफ इंडिया,
असेट वसूली शाखा, दूसरी मंजिल, पावनी प्लाजा, पब्लिक
गार्डन रोड, सैफाबाद, हैदराबाद-500001 (आं. प्र.)

258. यूनियन बैंक ऑफ इंडिया,
रिटेल असेट शाखा, दूसरी मंजिल, पावनी प्लाजा, पब्लिक
गार्डन रोड, सैफाबाद, हैदराबाद-500001 (आं. प्र.)

क्षेत्रीय कार्यालय, नेल्लूर

259. यूनियन बैंक ऑफ इंडिया,
प्रोद्दूर शाखा, 15/11, जिन्ना रोड, प्रोद्दूर-516361, कडपा
जिला (आ. प्र.)

क्षेत्रीय कार्यालय, भुवनेश्वर

260. यूनियन बैंक ऑफ इंडिया,
रायगडा शाखा, ब्लू मून फक्शन हाल, न्यू कालोनी,
रायगडा, जिला रायगडा, (ओडीसा)पिन कोड-765001
261. यूनियन बैंक ऑफ इंडिया,
पटिया शाखा प्रथम मंजिल, श्री साई आनंदम कमर्शियल
कॉम्प्लेक्स, पटिया, भुवनेश्वर, जिला-खुर्दा (ओडीसा) पिन
कोड-751014

स्टेट बैंक ऑफ त्रावणकोर

262. इंदौर शाखा,
इंदिरा कॉम्प्लेक्स,
टी.बी. टावर के सामने,
ए.बी. रोड, इंदौर-452001
दूरभाष:(0731) 2403352/2403428
263. भोपाल शाखा,
ई-5/4 अरेरा कॉलोनी,
भोपाल-440012
दूरभाष: (0755) 2461267/2466195
264. सायन शाखा,
22 कृष्ण निकेतन, गांधी मार्केट के सामने सायन मेन रोड,
सायन, मुम्बई-400002
दूरभाष : (022) 24040046/24040095
265. नेरुल शाखा,
प्लॉट-सी/3, रुपारेल गार्डेंस, सेक्टर-23, नेरुल, नवीं
मुंबई-400706
दूरभाष: (022) 27707708/27702228.
266. बोरीवली शाखा,
ओम सदन, एस बी रोड, बोरीवली, पश्चिम मुम्बई-400092
दूरभाष: (022) 28076536/28076540
267. क्षेत्रीय कार्यालय, मुम्बई
जीवन सेवा एनेक्स भवन, 94 एस बी रोड, सांताक्रूज,
पश्चिम, मुम्बई-400054
दूरभाष: (022) 26103256-3260
268. स्टेट बैंक ऑफ त्रावणकोर
एट्टमानूर शाखा पी.बी. नं. 1, पाला रोड, एट्टमानूर पी.ओ.
कोट्टयम जिला, केरल-686631

269. स्टेट बैंक ऑफ त्रावणकोर
कन्जिकुषी शाखा पी.बी. नं. 1, ताइपरबिल बिल्डिंग,
मुट्टांबलम पी.ओ., कोट्टयम जिला, केरल-4
270. स्टेट बैंक ऑफ त्रावणकोर
कोडिमाता शाखा पी.बी. नं. 1, कोडिमाता पी.ओ. कोट्टयम,
जिला, केरल-686039
271. स्टेट बैंक ऑफ त्रावणकोर
कोट्टयम सिविल स्टेशन शाखा पी.बी. नं. 1 कलेक्टरेट पी.
ओ. कोट्टयम जिला, केरल-686002
272. स्टेट बैंक ऑफ त्रावणकोर
कोट्टयम सेवा शाखा पी.बी. नं. 693, सी.एम.एस. कालेज
कैम्पस, कालेज रोड, कोट्टयम, केरल-1.
273. स्टेट बैंक ऑफ त्रावणकोर
कोट्टयम राजकोष शाखा पी.बी. नं. 114, कलेक्टरेट
बिल्डिंग, कलेक्टरेट पी.ओ., कोट्टयम जिला, केरल-2.
274. स्टेट बैंक ऑफ त्रावणकोर
एन आर आइ शाखा, तिरुवल्ला पी.बी. नं. 29, मातौमा
बिल्डिंग, पत्तनतिट्टा जिला, केरल-689101
275. स्टेट बैंक ऑफ त्रावणकोर
पंदलम शाखा पी.बी. नं. 1, पंदलम पी.ओ. पत्तनतिट्टा
जिला, केरल-689501
276. स्टेट बैंक ऑफ त्रावणकोर
कुट्टपुषा शाखा पी.बी.नं. 1, कुट्टपुषा पी.ओ. पत्तनतिट्टा
जिला पत्तनतिट्टा, केरल-689103
277. स्टेट बैंक ऑफ त्रावणकोर
तिरुमूलपुरम शाखा पी.बी. नं. 651, तिरुमूलपुरम पी.ओ.
जिला, केरल-689115
278. स्टेट बैंक ऑफ त्रावणकोर
कोनी शाखा पी.बी. नं. 1, कोनी पी.ओ. पत्तनतिट्टा जिला,
केरल-689691
279. स्टेट बैंक ऑफ त्रावणकोर
मल्लपल्ली शाखा पी.बी. नं. 1, मल्लपल्ली पश्चिम पी.ओ.
पत्तनतिट्टा जिला, केरल-689585
280. स्टेट बैंक ऑफ त्रावणकोर
राणी शाखा पी.बी. नं. 1, आन्गाडर पी.ओ. पत्तनतिट्टा
जिला, केरल-689678
281. स्टेट बैंक ऑफ त्रावणकोर
राणी-तोड्टमन शाखा पी.बी. नं. 1, राणी पी.ओ. पत्तनतिट्टा
जिला, केरल-689672
282. स्टेट बैंक ऑफ त्रावणकोर
वडशशेरिकरा शाखा पी.बी. नं. 2, वडशशेरिकरा पी.ओ.,
पत्तनतिट्टा जिला, केरल-689662
283. स्टेट बैंक ऑफ त्रावणकोर
वक्कम, पी.बी. नं. 1, नोडेष बिल्डिंग्स, वक्कम, पी.ओ.
तिरुवनन्तपुरम, केरल-695308
284. स्टेट बैंक ऑफ त्रावणकोर
मंडतरा, प्रथम तल, बी जे बी चोपिंग कॉम्प्लेक्स,
मंडतरा पी.ओ. तिरुवनन्तपुरम, केरल-691541
285. स्टेट बैंक ऑफ त्रावणकोर
पांगोड, पी.बी.नं. 1, III/652-बी, धमजीर मंजिल,
पांगोड पी.ओ. कल्लरा, तिरुवनन्तपुरम, केरल-695609
286. स्टेट बैंक ऑफ त्रावणकोर
पालोड पी.बी.नं. 3, एन पी 6/77, पारुविलाबिल्डिंग्स
कॉलेजरोड, पच्चा, पालोड पी.ओ. तिरुवनन्तपुरम,
केरल-695562
287. स्टेट बैंक ऑफ त्रावणकोर
कडक्कल, पी.बी. नं. 2, के.जी. 6/673,
श्याम निकेतन, कडक्कल पी.ओ. कोल्लम, केरल
288. स्टेट बैंक ऑफ त्रावणकोर
कुम्मिल, पी.बी. नं. 8, के. पी. आर. एम. बिल्डिंग,
कुम्मिल पी. ओ. कोल्लम, केरल-691536
289. स्टेट बैंक ऑफ त्रावणकोर
क्लापना, पी.बी. नं. 1, आलुमपीडिका पी. ओ.
कोल्लम, केरल
290. स्टेट बैंक ऑफ त्रावणकोर
नल्लिला, एन. पी./4/64ए,
तेनुविलाविल बिल्डिंग, नल्लिला पी. ओ.,
कोल्लम, केरल
291. स्टेट बैंक ऑफ त्रावणकोर
उषमलक्कल, पुतुक्कुलंगरा, पी.ओ. नेडुमंगाड,
तिरुवनन्तपुरम-695541
292. स्टेट बैंक ऑफ त्रावणकोर
आंचलिक कार्यालय, हाउसिंग बोर्ड बिल्डिंग,
शान्ति नगर, पी.ओ., तिरुवनन्तपुरम-695001
- स्टेट बैंक ऑफ पटियाला**
293. स्टेट बैंक ऑफ पटियाला
आंचलिक कार्यालय, पटियाला, ठाकुर निवास, नजदीक
मुख्य डाकघर,
पटियाला-147001
294. स्टेट बैंक ऑफ पटियाला
आंचलिक कार्यालय, मुम्बई 13, आर्कड वर्ड ट्रेड सेंटर,
कफ परेड, मुम्बई-400005
295. स्टेट बैंक ऑफ पटियाला
आंचलिक कार्यालय (हरियाणा), एस.सी.ओ. नं.-7,
सैक्टर-5, पंचकूला
296. स्टेट बैंक ऑफ पटियाला
आंचलिक कार्यालय, बठिंडा, गुप्त कांशी मार्ग,
बठिंडा-151001
297. स्टेट बैंक ऑफ पटियाला
आंचलिक कार्यालय, अम्बेडकर चौक, जालन्धर,
पिन कोड-144001, पंजाब

298. स्टेट बैंक ऑफ पटियाला
क्षेत्रीय कार्यालय-1, अम्बेडकर चौक, जालन्धर,
पिन कोड-144001, पंजाब
299. स्टेट बैंक ऑफ पटियाला
क्षेत्रीय कार्यालय-2, अम्बेडकर चौक, जालन्धर,
पिन कोड-144001
300. स्टेट बैंक ऑफ पटियाला
क्षेत्रीय कार्यालय, जी टी रोड, लुधियाना,
पिन कोड-141003, पंजाब
301. स्टेट बैंक ऑफ पटियाला
जी. टी. रोड, गोरया, तहसील फिल्लौर,
जिला जालन्धर, पिन कोड-144409, पंजाब
302. स्टेट बैंक ऑफ पटियाला
जालन्धर एन. आर. आई, लाजपत नगर मार्किट,
जालन्धर शहर, पिन कोड-144001, पंजाब
303. स्टेट बैंक ऑफ पटियाला
सेवा शाखा जालन्धर, रैनक बाजार, जालन्धर शहर,
पिन कोड-144001
304. स्टेट बैंक ऑफ पटियाला
अमन नगर, नजदीक बाई पास जालन्धर शहर (पंजाब),
पिन कोड-144001, (पंजाब)
305. स्टेट बैंक ऑफ पटियाला
गुरु तेग बहादुर नगर, जालन्धर शहर,
पिन कोड-144001, (पंजाब)
306. स्टेट बैंक ऑफ पटियाला
पटेल चौक, जालन्धर शहर,
पिन कोड-144001, (पंजाब)
307. स्टेट बैंक ऑफ पटियाला
अम्बेडकर चौक, जालन्धर शहर,
पिन कोड-144001, (पंजाब)
308. स्टेट बैंक ऑफ पटियाला
शास्त्री मार्किट, जालन्धर शहर, पिन कोड-144001,
(पंजाब)
309. स्टेट बैंक ऑफ पटियाला
289, शहीद उधम सिंह नगर सामने टी वी सेंटर,
जालन्धर शहर, पिन कोड-144001, (पंजाब)
310. स्टेट बैंक ऑफ पटियाला
रैनक बाजार, जालन्धर शहर,
पिन कोड-144001, (पंजाब)
311. स्टेट बैंक ऑफ पटियाला
जालन्धर छावनी, पिन कोड-144001, (पंजाब)
312. स्टेट बैंक ऑफ पटियाला
व्यक्तिगत एवं सेवाएं बैंकिंग ब्रांच,
37, कुल रोड, जालन्धर शहर, पिन कोड-144001
(पंजाब)
313. स्टेट बैंक ऑफ पटियाला
मेन ब्रांच बंगा, जिला नवांशहर,
पिन कोड-144505
314. स्टेट बैंक ऑफ पटियाला
मेन ब्रांच नवांशहर, पुराना कोर्ट रोड, नवांशहर,
पिन कोड-144505 (पंजाब)
315. स्टेट बैंक ऑफ पटियाला
व्यक्तिगत एवं सेवाएं बैंकिंग ब्रांच, नजदीक बस स्टैंड बंगा,
जिला नवांशहर, पिन कोड-144505, (पंजाब)
316. स्टेट बैंक ऑफ पटियाला
जी. टी. रोड, फगवाड़ा, जिला कपूरथला,
पिन कोड-144401 (पंजाब)
317. स्टेट बैंक ऑफ पटियाला
सुलतानपुर लोदी, जिला कपूरथला,
पिन कोड-144428, (पंजाब)
318. स्टेट बैंक ऑफ पटियाला
व्यक्तिगत एवं सेवाएं बैंकिंग ब्रांच, बंगा रोड फगवाड़ा, जिला
कपूरथला, पिन कोड-144401 (पंजाब)
319. स्टेट बैंक ऑफ पटियाला
नुरमहल रोड नकोदर, जिला जालन्धर,
पिन कोड-144040 (पंजाब)
320. स्टेट बैंक ऑफ पटियाला
जी. टी. रोड, करतारपुर, जिला जालन्धर,
पिन कोड-144801 (पंजाब)
321. स्टेट बैंक ऑफ पटियाला
फिल्लौर, जिला जालन्धर, पिन कोड-144410
(पंजाब)
322. स्टेट बैंक ऑफ पटियाला
टांडा रोड, जालन्धर शहर,
पिन कोड-144001 (पंजाब)
323. स्टेट बैंक ऑफ पटियाला
माल रोड कपूरथला,
पिन कोड-144601 (पंजाब)
324. स्टेट बैंक ऑफ पटियाला
मुकजी मार्ग, जलियांवाला बाग, अमृतसर,
पिन कोड-143001, पंजाब
325. स्टेट बैंक ऑफ पटियाला
चाटी विण्ड गेट, अमृतसर, पिन कोड-143001,
पंजाब
326. स्टेट बैंक ऑफ पटियाला
ईस्ट मोहन नगर, अमृतसर, पिन कोड-143001,
पंजाब
327. स्टेट बैंक ऑफ पटियाला
कटरा जैमल सिंह, अमृतसर,
पिन कोड-143001, पंजाब

328. स्टेट बैंक ऑफ पटियाला
अमृतसर टैक्सटाईल, कृष्णा सुकेयर बटाला रोड,
सामने श्री डब्ल्यू डी रेस्ट हाऊस,
अमृतसर, पिन कोड-143001, पंजाब
329. स्टेट बैंक ऑफ पटियाला
बाबा बकाला, जिला अमृतसर,
पिन कोड-143401, पंजाब
330. स्टेट बैंक ऑफ पटियाला
तरनतारन, न्यू ग्रेन मार्केट, जिला तरनतारन,
पिन कोड-143401, पंजाब
331. स्टेट बैंक ऑफ पटियाला
पट्टी, डेलवे रोड, जिला तरनतारन,
पिन कोड-143416, पंजाब
332. स्टेट बैंक ऑफ पटियाला
गुरदासपुर, जिला गुरदासपुर,
पिन कोड-145001, पंजाब
333. स्टेट बैंक ऑफ पटियाला
पठानकोट, चक्की बैंक, जिला गुरदासपुर,
पिन कोड-145001, पंजाब
334. स्टेट बैंक ऑफ पटियाला
पठानकोट, शाहपुर चौक, जिला गुरदासपुर,
पिन कोड-145001, पंजाब
335. स्टेट बैंक ऑफ पटियाला
पठानकोट, गान्धी चौक, जिला गुरदासपुर,
पिन कोड-145001, पंजाब
336. स्टेट बैंक ऑफ पटियाला
रसुहा ए.डी.बी. जी. टी. रोड, जिला होशियारपुर,
पिन कोड-144204, पंजाब
337. स्टेट बैंक ऑफ पटियाला
गढ़शंकर, नजदीक सिविल कोर्ट, जिला होशियारपुर,
पिन कोड-144527, पंजाब
338. स्टेट बैंक ऑफ पटियाला
होशियारपुर, कनक मण्डी जिला होशियारपुर,
पिन कोड-146001, पंजाब
339. स्टेट बैंक ऑफ पटियाला
जम्मू गांधी नगर, जिला जम्मू,
पिन कोड-180004, जम्मू एवं कश्मीर
340. स्टेट बैंक ऑफ पटियाला
उधमपुर मेन बाजार, जिला उधमपुर,
पिन कोड-182701, जम्मू एवं कश्मीर
341. स्टेट बैंक ऑफ पटियाला
मिलर गंज, जी.टी. रोड, लुधियाना,
पिन कोड-141003, पंजाब
342. स्टेट बैंक ऑफ पटियाला
बहादुर के रोड, लुधियाना,
पिन कोड-141007, पंजाब
343. स्टेट बैंक ऑफ पटियाला
गांव व डाकखाना सवद्धी तहसील जगराओं,
जिला लुधियाना, पिन कोड-142025, पंजाब
344. स्टेट बैंक ऑफ पटियाला
सलेम टाबरी, जी.टी. रोड लुधियाना,
पिन कोड-141006, पंजाब
345. स्टेट बैंक ऑफ पटियाला
घुमार मंडी, लुधियाना,
पिन कोड-141004, पंजाब
346. स्टेट बैंक ऑफ पटियाला
भाई रंधीर सिंह नगर, लुधियाना,
पिन कोड-141004, पंजाब
347. स्टेट बैंक ऑफ पटियाला
औद्योगिक क्षेत्र अ, लुधियाना,
पिन कोड-141003, पंजाब
348. स्टेट बैंक ऑफ पटियाला
सुन्दर नगर, लुधियाना,
पिन कोड-141005, पंजाब
349. स्टेट बैंक ऑफ पटियाला
गांव व डाकखाना सराभा, तह. व जिला लुधियाना,
पिन कोड-142025, पंजाब
350. स्टेट बैंक ऑफ पटियाला
साबुन बाजार, लुधियाना,
पिन कोड-141001, पंजाब
351. स्टेट बैंक ऑफ पटियाला
गिल रोड, लुधियाना,
पिन कोड-141002, पंजाब
352. स्टेट बैंक ऑफ पटियाला
जमालपुर चंडीगढ़ रोड, लुधियाना,
पिन कोड-141101, पंजाब
353. स्टेट बैंक ऑफ पटियाला
दरौसी रोड, लुधियाना
पिन कोड-141002, पंजाब
354. स्टेट बैंक ऑफ पटियाला
भारत नगर चौक, लुधियाना,
पिन कोड-141001, पंजाब
355. स्टेट बैंक ऑफ पटियाला
लघु ऊद्दमी शाखा प्रताप चौक,
लुधियाना, पिन कोड-141001, पंजाब

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356. भारतीय स्टेट बैंक,
नेताजी सुभाष प्लेस शाखा, पीतमपुरा, दिल्ली-110 034
357. भारतीय स्टेट बैंक,
डिस्ट्रिक्ट कोर्ट शाखा, सेक्टर-14, रोहिणी, दिल्ली-110 085
358. भारतीय स्टेट बैंक,
हिंदू कालेज शाखा, दिल्ली विश्वविद्यालय, उत्तरी परिसर,
दिल्ली-110 007
359. भारतीय स्टेट बैंक,
मिरिंडा हाउस शाखा, दिल्ली विश्वविद्यालय, उत्तरी परिसर,
दिल्ली-110 007
360. भारतीय स्टेट बैंक,
पटेल चेस्ट शाखा, दिल्ली विश्वविद्यालय, उत्तरी परिसर,
दिल्ली-110 007
361. भारतीय स्टेट बैंक,
स्कूल ऑफ ओपन लर्निंग शाखा, दिल्ली विश्वविद्यालय,
उत्तरी परिसर, दिल्ली-110 007
362. भारतीय स्टेट बैंक,
श्रीराम कालेज ऑफ कॉमर्स शाखा, मौरिस नगर,
दिल्ली-110 007
363. भारतीय स्टेट बैंक,
दिल्ली इंजीनियरिंग कालेज शाखा, बवाना रोड,
नई दिल्ली-110 042
364. भारतीय स्टेट बैंक,
सोलिड स्टेट फिजिकल लैबोरेटरी शाखा, लखनऊ रोड,
तिमारपुर, दिल्ली-110 054
365. भारतीय स्टेट बैंक,
जवाहर लाल नेहरू वि.वि.न्यू कैम्पस शाखा, गोदावरी होस्टल
के सामने, दिल्ली-110 067
366. भारतीय स्टेट बैंक,
राष्ट्रीय परिवार एवं स्वास्थ्य कल्याण संस्थान शाखा,
बाबा गंगाधर मार्ग, न्यू महारौली रोड, मुनीरका,
नई दिल्ली-110 067
367. भारतीय स्टेट बैंक,
पटेल धाम शाखा, मानस मार्ग, चाणक्यपुरी, नई दिल्ली-21
368. भारतीय स्टेट बैंक,
इस्कार्ड्स अस्पताल शाखा, जुलेना गांव, ओखला रोड,
नई दिल्ली-110 065
369. भारतीय स्टेट बैंक,
बदरपुर थर्मल पावर स्टेशन शाखा, मथुरा रोड,
नई दिल्ली-110 044

370. भारतीय स्टेट बैंक,
दिल्ली पब्लिक स्कूल शाखा, सेक्टर-12, आर.के.पुरम,
नई दिल्ली-110 022
371. भारतीय स्टेट बैंक,
सी आर आर आई शाखा, मथुरा रोड, ओखला,
नई दिल्ली-110 020
372. भारतीय स्टेट बैंक,
गार्गी कालेज शाखा, सिरीफोर्ट रोड, नई दिल्ली-110 049
373. भारतीय स्टेट बैंक,
आई ओ सी काम्प्लेक्स शाखा, सेक्टर-13, फरीदाबाद,
हरियाणा-121 007
374. भारतीय स्टेट बैंक,
संगम विहार शाखा, रतिया मार्ग, नई दिल्ली-110 062
375. भारतीय स्टेट बैंक,
रोहिणी शाखा, सेक्टर-1/2, रोहिणी, दिल्ली-110 085
376. भारतीय स्टेट बैंक,
रोहिणी, सेक्टर-24, रोहिणी, दिल्ली-110 085
377. भारतीय स्टेट बैंक,
अशोक विहार शाखा, फेस-1, अशोक विहार,
दिल्ली-110 052
378. भारतीय स्टेट बैंक,
शास्त्री नगर शाखा, दिल्ली-110 052
379. भारतीय स्टेट बैंक,
कोहाट इन्कलेव शाखा, पीतमपुरा, दिल्ली-110 088

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380. सिंडिकेट बैंक,
दिल्ली पब्लिक स्कूल शाखा, मेरठ रोड, गाजियाबाद,
जिला: गाजियाबाद, राज्य: उत्तर प्रदेश, पिन : 201 002
381. सिंडिकेट बैंक,
नोएडा सेक्टर 62 शाखा, एन आइ ओ एस बिल्डिंग,
ए-31, सेक्टर-62, नोएडा, जिला: गौतम बुद्धनगर,
राज्य: उत्तर प्रदेश, पिन: 201 309
382. सिंडिकेट बैंक,
अमरोहा जे एस हिंदू डिग्री कालेज कैम्पस शाखा, आज़ाद
रोड, अमरोहा, जिला: जे.पी.नगर, राज्य: उत्तर प्रदेश,
पिन: 244 221
383. सिंडिकेट बैंक
मुरादाबाद मझौला शाखा, जी 6-9, 14-19, 24-27 5,
पार्श्वनाथ प्लाजा-1, दिल्ली रोड, मझौला, मुरादाबाद,
जिला: मुरादाबाद, राज्य: उत्तर प्रदेश, पिन: 244 001

384. सिंडिकेट बैंक,
दुगलपुर अग्रणी जिला कार्यालय, बी-117 पहला तल,
सेक्टर 18, नोयडा, जिला: गौतम बुद्धनगर, राज्य : उत्तर
प्रदेश, पिन: 201 301
385. सिंडिकेट बैंक,
गाजियाबाद ट्रॉनिका सिटी शाखा, युपीएसआइडीसी
एडमिनिस्ट्रेटिव बिल्डिंग ट्रॉनिका सिटी, दिल्ली सहरानपुर रोड
गाजियाबाद, जिला: गाजियाबाद, राज्य: उत्तर प्रदेश
पिन : 201 102
386. सिंडिकेट बैंक,
ग्रेटर नोयडा शाखा, प्लॉट नं. एस-9, गामा शॉपिंग मॉल,
ग्रेटर नोयडा मेन रोड, ग्रेटर नोयडा, जिला: गौतम बुद्धनगर
राज्य : उत्तर प्रदेश पिन: 201 308
387. सिंडिकेट बैंक,
गाजियाबाद वैशाली शाखा, III-ए-1, आयकर कार्यालय के
पास वैशाली, वसुंधरा पीओ, जिला: गाजियाबाद,
राज्य: उत्तर प्रदेश पिन: 201 010
388. सिंडिकेट बैंक,
व्यापार कर भवन शाखा, ट्रेड-टैक्स भवन, कलेक्टोरेट
कंपाउंड गाजियाबाद, जिला: गाजियाबाद, राज्य:
उत्तर प्रदेश, पिन: 201 002
389. सिंडिकेट बैंक,
नोयडा सेक्टर 24, एल एच एल एस शाखा, दीप भवन
ए-13, तुलसी मार्ग, लाइट हाउस एंड लाइट शिप नोयडा
जिला: गौतम बुद्धनगर, राज्य : उत्तर प्रदेश, पिन : 201 301
390. सिंडिकेट बैंक,
भोजपुर शाखा, ब्लॉक: भोजपुर, जिला: गाजियाबाद, राज्य:
उत्तर प्रदेश, पिन: 245 304
391. सिंडिकेट बैंक,
शास्त्रीनगर शाखा, एसएफ 17-शास्त्रीनगर गाजियाबाद
जिला: गाजियाबाद, राज्य: उत्तर प्रदेश, पिन: 201 001
392. सिंडिकेट बैंक,
शिप्रा सन सिटी शाखा, प्लॉट सं. 11, वैभव खण्ड, शिप्रा
सन सिटी, इन्दिरापुरम, गाजियाबाद, जिला: गाजियाबाद,
राज्य: उत्तर प्रदेश, पिन: 201 010
393. सिंडिकेट बैंक,
मोदीनगर दयावती मोदी पब्लिक स्कूल शाखा, हापुड़ रोड,
मोदीपॉन लिमिटेड के सामने, मोदीनगर, जिला: गाजियाबाद
राज्य: उत्तर प्रदेश, पिन: 201 204
394. सिंडिकेट बैंक,
मुरादाबाद कांठ रोड शाखा, विकास भवन, कांठ रोड,
मुरादाबाद, जिला: मुरादाबाद, राज्य: उत्तर प्रदेश,
पिन: 244 001
395. सिंडिकेट बैंक,
कायस्थ पाठशाला प्रयाग शाखा, प्रथम तल, 12/4 कमला
नेहरू मार्ग, सिविल लाइन्स, इलाहाबाद, जिला: इलाहाबाद,
राज्य: उत्तर प्रदेश, पिन: 211 001
396. सिंडिकेट बैंक,
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नगर, बरेली, जिला: बरेली, राज्य: उत्तर प्रदेश, पिन: 243 001
397. सिंडिकेट बैंक,
कानपुर अशोक नगर शाखा, सैंट फ्रान्सिस जेवियर्स प्राइमरी
स्कूल, अशोक नगर, कानपुर, जिला: कानपुर, राज्य: उत्तर
प्रदेश, पिन: 208 012
398. सिंडिकेट बैंक,
लखनऊ कैसरबाग शाखा, उत्तर प्रदेश राजस्व परिषद,
कचहरी मार्ग, उच्च न्यायालय के पास, लखनऊ, जिला:
लखनऊ राज्य: उत्तर प्रदेश पिन: 226 018
399. सिंडिकेट बैंक,
लखनऊ मध्य कमान मुख्यालय शाखा, महात्मा गांधी मार्ग,
लखनऊ, छावनी, जिला: लखनऊ, राज्य : उत्तर प्रदेश,
पिन: 226 002
400. सिंडिकेट बैंक,
लखनऊ आशियाना शाखा, सी-3/142, सेक्टर-एच, राजश्री
प्लाजा, पावर हाऊस चौराहा, आशियाना कालोनी, लखनऊ,
जिला: लखनऊ, राज्य: उत्तर प्रदेश, पिन: 226 012
401. सिंडिकेट बैंक,
लखनऊ इंदिरानगर सेक्टर-8 शाखा, लिटल एंजिल्स हाई
स्कूल, सेक्टर 8, इंदिरानगर, लखनऊ, जिला: लखनऊ,
राज्य : उत्तर प्रदेश, पिन: 226 016
402. सिंडिकेट बैंक,
लखनऊ सर्वोदयनगर शाखा, रानी लक्ष्मी बाई मेमोरियल
स्कूल, सर्वोदयनगर, लखनऊ, जिला: लखनऊ, राज्य: उत्तर
प्रदेश, पिन: 226 016
403. सिंडिकेट बैंक,
लखनऊ कल्याणपुर शाखा, रासफिल एकेडेमी, आदिल
नगर, कल्याणपुर, लखनऊ, जिला: लखनऊ, राज्य: उत्तर
प्रदेश, पिन: 226 022
404. सिंडिकेट बैंक,
लखनऊ एएमसी सेन्टर स्कूल शाखा, एएमसी शापिंग
काम्प्लेक्स, पो. दिलकुश नगर, सरदार पटेल मार्ग, लखनऊ
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एसजीपीजीआई के पास, रायबरेली रोड, लखनऊ,
जिला: लखनऊ, राज्य: उत्तर प्रदेश, पिन: 226 025

406. सिंडिकेट बैंक,
लखनऊ केन्द्रीय लेखा कार्यालय, स्काईलार्क भवन, चौथा
तल, 43/28, नवलकिशोर मार्ग, लखनऊ, जिला: लखनऊ,
राज्य: उत्तर प्रदेश, पिन: 226 001
407. सिंडिकेट बैंक,
लखनऊ चौक शाखा, 439/14 ए और बी, हरदोई मार्ग
चौक, लखनऊ, जिला: लखनऊ, राज्य: उत्तर प्रदेश,
पिन: 226 003
408. सिंडिकेट बैंक,
इलाहाबाद एसकेपी शाखा सारस्वत खत्री पाठशाला,
अतरसुइया, मीरापुर, इलाहाबाद, राज्य: उत्तर प्रदेश,
पिन: 211 003
409. सिंडिकेट बैंक,
बाराबंकी शाखा, पैसर प्लाजा, राष्ट्रीय राजमार्ग-28,
लखनऊ फौजाबाद रोड, बाराबंकी, राज्य : उत्तर प्रदेश,
पिन: 225 001
410. सिंडिकेट बैंक,
कानपुर लायर्स एसोसिएशन शाखा, कचहरी कंपाउंड, कानपुर,
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411. सिंडिकेट बैंक,
कानपुर माल रोड, शाखा एस एन सेन बालिका विद्यालय,
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एफ, बुलानाला, वाराणसी, जिला : वाराणसी, राज्य : उत्तर
प्रदेश, पिन: 221 001
413. सिंडिकेट बैंक,
फर्रुखाबाद शाखा, लाल गेट पेट्रोल पम्प के सामने,
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414. सिंडिकेट बैंक,
कन्नौज शाखा, शुकन निवास, बड़ा बाजार, कन्नौज,
जिला: कन्नौज, राज्य: उत्तर प्रदेश, पिन: 209 725
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गाजीपुर, जिला : गाजीपुर, राज्य : उत्तर प्रदेश, पिन: 233 001
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लखनऊ विदेशी मुद्रा विनिमय केन्द्र शाखा, 43/29 नवल
किशोर मार्ग, स्काईलार्क भवन, चतुर्थ तल, हजरतगंज,
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पिन: 208 027
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पिन: 229 001
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देहरादून स्टेशन सब एरिया कैंटीन शाखा, 92 अंडमान मार्ग
कैंटीनमेंट, देहरादून, जिला: देहरादून, राज्य: उत्तराखंड
पिन: 248 003
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देहरादून स्कालर्स होम शाखा, 152/3, स्कालर्स होम के
सामने, राजपुर रोड, देहरादून, जिला: देहरादून, राज्य:
उत्तराखंड, पिन: 248 009
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जिला : चमोली, राज्य : उत्तराखंड, पिन-246 424
425. सिंडिकेट बैंक,
श्रीनगर (उत्तराखंड) शाखा, उनियाल भवन, ब्राह्मण
मोहल्ला, श्रीनगर, जिला : गढ़वाल, राज्य : उत्तराखंड,
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हरिद्वार ज्वालापुर शाखा, प्राचीन अवधूत मण्डल आश्रम,
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पिन: 249 404
427. सिंडिकेट बैंक,
हरिद्वार भारत सदन शाखा, सप्त सरोवर मार्ग, हरिद्वार,
जिला: हरिद्वार, राज्य: उत्तराखंड, पिन: 249 410
428. सिंडिकेट बैंक,
रुड़की शाखा, बिल्डिंग 19, सिविल लाइन्स, हरिद्वार मार्ग,
रुड़की, जिला: हरिद्वार, राज्य : उत्तराखंड, पिन: 247 667
429. सिंडिकेट बैंक,
हलद्वानी शाखा, शक्ति मोटर्स कॉम्प्लेक्स, कालाधुंगी मार्ग,
मुखानी, हलद्वानी जिला: नैनीताल, राज्य: उत्तराखंड,
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430. सिंडिकेट बैंक,
रुद्रपुर शाखा होटल कृष्ण काशीपुर, बैङ्पास रोड, रुद्रपुर,
जिला: उधम सिंह नगर, राज्य : उत्तराखण्ड, पिन: 263 153
431. सिंडिकेट बैंक,
मेरठ स्नातन धर्म इंटर कॉलेज कंकरखेड़ा शाखा, 94, साई
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उत्तर प्रदेश पिन: 250 001
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मेरठ बागपत रोड शाखा, मिल्लेनियम पब्लिक स्कूल,
बागपत रोड, मेरठ जिला: मेरठ, राज्य: उत्तर प्रदेश,
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नगर सासाइटी, शास्त्री नगर, मेरठ, जिला: मेरठ, राज्य: उत्तर
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तालुक: भटकल, जिला: उत्तर कन्नड, राज्य: कर्नाटक
पिन: 581 350
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बनवासी शाखा, मुख्य मार्ग, बनवासी, तालुक: सिरसी,
जिला: उत्तर कन्नड, राज्य: कर्नाटक, पिन: 581 318
438. सिंडिकेट बैंक,
जोयडा शाखा, बसवकृपा, बेलगाँव, सदाशिवगढ़ रोड,
जोयडा, जिला: उत्तर कन्नड, राज्य : कर्नाटक, पिन: 581 186
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रामनगर शाखा, सिंडिकेट बैंक बिल्डिंग, रामनगर, जोयडा
तालुक, जिला: उत्तर कन्नड, राज्य: कर्नाटक, पिन: 581 453,
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दिल्ली डीटीसी डिचाऊँ कलाँ शाखा, डीटीसी डिपो, डिचाँऊ
कलाँ, डाकघर : नजफगढ़, नई दिल्ली, राज्य : नई दिल्ली,
पिन : 110 043
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डाकघर छावला नई दिल्ली, राज्य : नई दिल्ली, पिन: 110 071
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जिला- पूर्व सिक्किम
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खुर्दा शाखा, न्यू बस स्टैंड रोड, खुर्दा-752 056 (उड़ीसा)
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डुबुरी शाखा, डुबुरी-755 026 जाजपुर जिला (उड़ीसा)
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विश्रांतवाडी शाखा, शाप नं. 1-3, जय गणेश विश्व
काम्प्लेक्स, पुणे-411 015
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नेरूल शाखा, शेल्टर आर्कड, प्रथम तल, डी मार्ट के
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451. आन्ध्रा बैंक,
वापी शाखा, गुंजन सिनेमा काम्प्लेक्स, कोपरली रोड,
वापी-391 695
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कोल्हापुर शाखा, ग्राउंड फ्लोर, 1874 'ई',
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(पश्चिम) नई दिल्ली-110 026

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457. इंडियन बैंक,
राजमोहल्ला शाखा, 177, दक्षिण राजमोहल्ला, वैष्णव बाल
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459. स्ट्रेट्स असेट्स रेजोल्यूशन सेंटर,
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461. करन्सी एडमिनिस्ट्रेशन सेल,
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462. करन्सी एडमिनिस्ट्रेशन सेल,
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463. हाटपिपल्या शाखा,
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467. अनूपपुर शाखा,
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469. ट्रेड फायनेन्स सेन्ट्रलाइज्ड प्रोसेसिंग सेन्टर,
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470. आष्टा शाखा,
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479. पंजाब एण्ड सिंध बैंक,
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483. पंजाब एण्ड सिंध बैंक
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484. पंजाब एण्ड सिंध बैंक
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485. पंजाब एण्ड सिंध बैंक,
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488. पंजाब एण्ड सिंध बैंक,
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490. पंजाब एण्ड सिंध बैंक,
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492. पंजाब एण्ड सिंध बैंक,
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493. पंजाब एण्ड सिंध बैंक,
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499. पंजाब एण्ड सिंध बैंक,
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505. पंजाब एण्ड सिंध बैंक,
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560. इण्डियन ओवरसीज बैंक,
विश्वविद्यालय, दिल्ली दोलतराम महाविद्यालय परिसर,
4, पटेल नगर, मॉरिस नगर, नई दिल्ली -110 007
561. इण्डियन ओवरसीज बैंक,
शॉप नं.-10, सेक्टर-12, रामकृष्णपुरम,
नई दिल्ली -110 066
562. इण्डियन ओवरसीज बैंक,
बेस अस्पताल कैम्पस, दिल्ली छावनी, नई दिल्ली -110 010
563. इण्डियन ओवरसीज बैंक,
सी-ब्लाक, जनकपुरी, महाराजा सूरजमल संस्थान, फारमेशी
सी-4, जनकपुरी, नई दिल्ली -110 058
564. इण्डियन ओवरसीज बैंक,
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बाग, नई दिल्ली-110 026
565. इण्डियन ओवरसीज बैंक,
ए-2, न्यू फ्रेंड्स कालोनी, नई दिल्ली-110 065
566. इण्डियन ओवरसीज बैंक,
सी जी ओ कॉम्प्लेक्स, निकट पर्यावरण भवन, लोधी रोड,
नई दिल्ली-110 003
567. इण्डियन ओवरसीज बैंक,
योजना भवन, संसद मार्ग, नई दिल्ली-110 001
568. इण्डियन ओवरसीज बैंक,
राजीव चौक, डी-ब्लॉक, डी-28/29, कनौट प्लेस,
नई दिल्ली-110 001
569. इण्डियन ओवरसीज बैंक,
16/8, आर्य समाज रोड, करोड़ बाग, नई दिल्ली-110 005
570. इण्डियन ओवरसीज बैंक,
कैलाश कालोनी, एच एस-31, कैलाश कालोनी मार्किट,
नई दिल्ली-110 048
571. इण्डियन ओवरसीज बैंक,
जे-3/200, नेहरू मार्किट, राजौरी गार्डन, नई दिल्ली-110 027
572. इण्डियन ओवरसीज बैंक,
एफ-23, देशबन्धु महाविद्यालय के सामने, कालकाजी,
नई दिल्ली-110 019
573. इण्डियन ओवरसीज बैंक,
2/12, अंसारी रोड, दरियागंज, नई दिल्ली-110 002
574. इण्डियन ओवरसीज बैंक,
महाराजा अग्रसेन, शॉपिंग कॉम्प्लेक्स, एल एस सी-7,
प्रथम तल, सेक्टर-9, रोहिणी, नई दिल्ली-110 085
575. इण्डियन ओवरसीज बैंक,
उप-शाखा टीसीआईएल भवन, सविता सिनेमा के सामने,
ग्रेटर कैलाश-1, नई दिल्ली-110 048
576. इण्डियन ओवरसीज बैंक,
दिल्ली सोसाइटी फॉर द वेलफेयर, यशो भवन, ओखला
मार्ग, होली फेमिली अस्पताल के सामने, ओखला सेक्टर,
नई दिल्ली-110 025
577. इण्डियन ओवरसीज बैंक,
जी-8, गुरुनानक पब्लिक स्कूल, उपशाखा हरि नगर क्षेत्र,
राजौरी गार्डन नई दिल्ली -110 085
578. इण्डियन ओवरसीज बैंक,
उपशाखा वी एस पी के अन्तर्राष्ट्रीय स्कूल परिसर,
सेक्टर-13, रोहिणी नई दिल्ली-110 085
579. इण्डियन ओवरसीज बैंक,
सेक्टर-8, रोहिणी, नई दिल्ली -110 085
580. इण्डियन ओवरसीज बैंक,
उपशाखा संचार भवन, नई दिल्ली -110 001
581. इण्डियन ओवरसीज बैंक,
क्षेत्रीय कार्यालय, पी.बी. नं. 6043, 2, मंजिल, रचना
बिल्डिंग, राजेन्द्र पैलेस, पूसा रोड, पटेलनगर पोस्ट, नई
दिल्ली-110 008
- क्षेत्र : चण्डीगढ़**
582. इण्डियन ओवरसीज बैंक,
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रेलवे रोड, जम्मू
583. इण्डियन ओवरसीज बैंक,
करनाल शाखा, कर्ण गेट, करनाल-132 001

584. इण्डियन ओवरसीज बैंक,
कुरुक्षेत्र शाखा, श्री अमलोक राम बिल्डिंग, नजदीक
अम्बेदकर चौक, कुरुक्षेत्र (हरियाणा)
585. इण्डियन ओवरसीज बैंक,
पानीपत शाखा, एस. सी. एफ -36, सैक्टर 11-12, पार्ट-1,
हुड्डा, पानीपत-132 103
586. इण्डियन ओवरसीज बैंक,
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587. इण्डियन ओवरसीज बैंक,
हिसार शाखा, 218, ग्रीन सक्वेयर मार्केट, हिसार-125 001
588. इण्डियन ओवरसीज बैंक,
सिरसा शाखा, 2/47 सतर बाजार, सिरसा-125 055
589. इण्डियन ओवरसीज बैंक,
डीएलएफ कुतुब एन्कलेव शाखा, डी. एम. 15, दक्षिण मार्ग,
डीएलएफ कुतुब एन्कलेव, फेज II गुडगाँव -122 002
590. इण्डियन ओवरसीज बैंक,
बहादुरगढ़ शाखा, एफजी 1, श्यामजी कॉम्प्लेक्स, दिल्ली
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591. इण्डियन ओवरसीज बैंक,
एनएचपीसी शाखा, एनएचपीसी कॉम्प्लेक्स सैक्टर-33,
फरीदाबाद-121 003
592. इण्डियन ओवरसीज बैंक,
वाईएमसीए इंस्टीट्यूट ऑफ इंजीनियरिंग शाखा, वाईएमसीए
इंस्टीट्यूट ऑफ इंजीनियरिंग, सैक्टर-6, फरीदाबाद-121 006
593. इण्डियन ओवरसीज बैंक,
पलवल शाखा, रेलवे स्टेशन रोड, पलवल, फरीदाबाद-121 103
594. इण्डियन ओवरसीज बैंक,
सैक्टर-46, फरीदाबाद शाखा, एस. सी. ओ.-63, हुड्डा
मार्केट, सैक्टर-46, फरीदाबाद-121 001
595. इण्डियन ओवरसीज बैंक,
सैक्टर-28, फरीदाबाद शाखा, एस. सी. ओ. -114-115,
हुड्डा मार्केट, सैक्टर-28, फरीदाबाद-121 101
596. इण्डियन ओवरसीज बैंक,
सैक्टर-32, चण्डीगढ़ शाखा, एस. सी. ओ.-369,
सैक्टर-32, चण्डीगढ़-160 047
597. इण्डियन ओवरसीज बैंक,
सैक्टर-22 डी, चण्डीगढ़ शाखा, एस. सी. ओ. 3025-26,
सैक्टर-22डी, चण्डीगढ़-160 022
598. इण्डियन ओवरसीज बैंक,
सैक्टर-28, चण्डीगढ़ शाखा, पंजाब एग्रो, सैक्टर-28,
मध्य मार्ग, चण्डीगढ़-160 022
599. इण्डियन ओवरसीज बैंक,
सैक्टर-46, चण्डीगढ़ शाखा, सैक्टर-46, चण्डीगढ़
600. इण्डियन ओवरसीज बैंक,
अंबाला शहर शाखा, प्लॉट नं. 3-4, नजदीक पुलिस लाईंस,
सिविल लाईंस, अंबाला शहर-134 003
601. इण्डियन ओवरसीज बैंक,
पीटीएल कैम्पस शाखा, पंजाब ट्रेक्टर्स लि., इंडस्ट्रियल
एरिया, फेज IV, एस. ए. एस. नगर, मोहाली-160 051
602. इण्डियन ओवरसीज बैंक,
मोहाली शाखा, फेज XI, एस. ए. एस. नगर, मोहाली-160 051
603. इण्डियन ओवरसीज बैंक,
पंचकूला शाखा, एस. सी. ओ.-50, सैक्टर-9,
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604. इण्डियन ओवरसीज बैंक,
सैक्टर-8, पंचकूला शाखा, एस. सी.ओ. -सैक्टर-8,
पंचकूला-134 109
605. इण्डियन ओवरसीज बैंक,
स्वस्तिक विहार शाखा, एस.सी.ओ.-25-26, स्वास्तिक
विहार, सैक्टर-5, पंचकूला-134 109
606. इण्डियन ओवरसीज बैंक,
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डेरबस्सी, लालडू मंडी-140 501
607. इण्डियन ओवरसीज बैंक,
डेरबस्सी शाखा, चण्डीगढ़ अंबाला हाइवे, नजदीक श्री
सुखमनी इंस्टीट्यूट ऑफ इंजी. एंड टेक्नॉ. डेरबस्सी-140 507
608. इण्डियन ओवरसीज बैंक,
जीरकपुर शाखा, बालाजी मेशन, चण्डीगढ़ रोड, जीरकपुर
(पंजाब)
609. इण्डियन ओवरसीज बैंक,
सैक्टर-44, गुडगाँव शाखा, सैक्टर-44, गुडगाँव
610. इण्डियन ओवरसीज बैंक,
शॉपिंग कॉम्प्लेक्स शाखा, शॉप नं. 8-9ए, शॉपिंग मॉल,
डीएलएफ कुतुब एन्कलेव, फेज I, गुडगाँव-122 002
611. इण्डियन ओवरसीज बैंक,
जीएमएन कॉलेज, अंबाला कंटोन्मेंट शाखा, जीएमएन
कॉलेज, अंबाला छावनी
612. इण्डियन ओवरसीज बैंक,
त्रिपरी शाखा, राजकीय सीनियर सैकेंड्री स्कूल, त्रिपरी,
पटियाला-147 001
613. इण्डियन ओवरसीज बैंक,
रोहतक शाखा, गौड़ कॉलेज, गोकरण रोड, रोहतक-124 001

614. इण्डियन ओवरसीज बैंक,
मानसेर शाखा, रहेजा स्ववेयर, आई एम टी, मानेसर,
गुडगाँव-122 002
615. इण्डियन ओवरसीज बैंक,
नया नंगल शाखा, शिवालिक मॉडल स्कूल, नया नंगल
(पंजाब)
616. इण्डियन ओवरसीज बैंक,
क्षेत्रीय कार्यालय, एससिओ-11, मध्य मार्ग, सैक्टर 7 सी
चण्डीगढ़
617. इण्डियन ओवरसीज बैंक,
अलावर गेट, सेन्ट पॉल हायर सेकेंडरी स्कूल परिसर, अजमेर
618. इण्डियन ओवरसीज बैंक,
बीकानेर 8, पोकर क्वार्टर्स, चौपड़ा कटला, रानी बाजार,
बीकानेर
619. इण्डियन ओवरसीज बैंक,
बाम्बे मोटर सर्कल, शो रूम नं.3, रतवीर भवन 9 चौपासनी
रोड, जोधपुर
620. इण्डियन ओवरसीज बैंक,
मानसरोवर, आई आई आर एम कैम्पस, थड़ी मार्केट
मानसरोवर, जयपुर
621. इण्डियन ओवरसीज बैंक,
सीकर रोड, श्री भवानी निकेतन शिक्षा समिति परिसर,
सीकर रोड, जयपुर
622. इण्डियन ओवरसीज बैंक,
नॉर्थ सिविल लाइन्स, 968ए, डायोसीज चर्च कम्पाउण्ड,
नॉर्थ सिविल लाइन्स, जबलपुर
623. इण्डियन ओवरसीज बैंक,
पलासिया, बंशी प्लाजा, 581/3, एम.जी.रोड, इन्दौर
624. इण्डियन ओवरसीज बैंक,
रायसेन रोड, करतार आर्कोड, मुख्य रायसेन रोड, भोपाल
625. इण्डियन ओवरसीज बैंक,
बिजयनगर, श्री सत्य साई विद्या विहार, स्कीम-54 ए.बी.
रोड, इन्दौर
626. इण्डियन ओवरसीज बैंक,
भिलाई, 8/19, नेहरू नगर (पश्चिम), भिलाई
627. इण्डियन ओवरसीज बैंक,
बिलासपुर, गज मोहिनी, शिव टाकीज, बस स्टैण्ड रोड,
बिलासपुर
628. इण्डियन ओवरसीज बैंक,
क्षेत्रीय कार्यालय, डी.23/ए, पृथ्वीराज मार्ग, चंद्र
निवास-"सी" स्कीम, जयपुर 302 005
629. इण्डियन ओवरसीज बैंक,
आशियाना शाखा, लखनऊ, के-716, आशियाना कॉलोनी,
लखनऊ
630. इण्डियन ओवरसीज बैंक,
अलीगंज शाखा, लखनऊ, एचआईजी-67, सेक्टर-ई,
अलीगंज, लखनऊ-226 020
631. इण्डियन ओवरसीज बैंक,
आजमगढ़, दीन दयाल चौक, सिविल लाइन, आजमगढ़
632. इण्डियन ओवरसीज बैंक,
बाराबंकी, नगर पालिका के पास, बाराबंकी, जिला: बाराबंकी
633. इण्डियन ओवरसीज बैंक,
बड़हलगंज, कालेज रोड तिराहा, मेन मार्केट रोड, बड़हलगंज
634. इण्डियन ओवरसीज बैंक,
बैंक रोड शाखा, गोरखपुर, 72, बैंक रोड, गोरखपुर-273 001
635. इण्डियन ओवरसीज बैंक,
बी.एस.आई.पी. शाखा, लखनऊ, 53, यूनिवर्सिटी रोड,
लखनऊ-226 007
636. इण्डियन ओवरसीज बैंक,
फरूखाबाद आई.टी.आई. चौराहा, ठण्डी सड़क, फरूखाबाद
637. इण्डियन ओवरसीज बैंक,
गोमती नगर शाखा, लखनऊ, 1/64, विवेक खण्ड,
गोमती नगर, लखनऊ-226 010
638. इण्डियन ओवरसीज बैंक,
गोमती नगर, फेज-II शाखा, लखनऊ, कठौता चौराहा,
विनम्र खण्ड, गोमती नगर, लखनऊ-226 010
639. इण्डियन ओवरसीज बैंक,
कुर्सी रोड शाखा, लखनऊ, सेक्टर-जी, जानकीपुरम्,
लखनऊ-226 021
640. इण्डियन ओवरसीज बैंक,
एम.जी. रोड शाखा, लखनऊ, 94, महात्मा गांधी मार्ग,
हज़रतगंज, लखनऊ-226 001
641. इण्डियन ओवरसीज बैंक,
सीतापुर रोड शाखा, लखनऊ, 302/1, अहिबरनपुर, त्रिवेणी
नगर सीतापुर रोड, लखनऊ-226 020
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मुंशी पुलिया शाखा, लखनऊ, डी-2047, इन्दिरा नगर,
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(निकट गुरुद्वारा), सी ब्लॉक क्रासिंग, राजाजीपुरम्,
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उ.प्र. भूमि सुधार निगम शाखा, लखनऊ, भूमित्र, टोसी 19
वी, विभूती खण्ड, गोमतीनगर, लखनऊ-226 010

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नारी शिक्षा निकेतन शाखा, लखनऊ, चकबस्त रोड,
कैसरबाग, लखनऊ-226 001
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सी.सी.ओ. लखनऊ, जहाँगीराबाद मैसन, 6, अशोक मार्ग,
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(निकट सचान गेस्ट हाउस) बरां, कानपुर-208 027
648. इण्डियन ओवरसीज बैंक,
ओईएफ शाखा, कानपुर, ऑर्डिनेंस इक्विपमेन्ट फैक्ट्री,
फूलबाग, कानपुर-208 001
649. इण्डियन ओवरसीज बैंक,
मिर्जापुर शाखा, बह्मचारी का कूआँ, वी आई पी रोड,
मिर्जापुर
650. इण्डियन ओवरसीज बैंक,
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फौजाबाद-224 001
651. इण्डियन ओवरसीज बैंक,
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काम्प्लेक्स, हवाई पार्क प्लाजा के सामने फतेहाबाद रोड,
आगरा-282 002
652. इण्डियन ओवरसीज बैंक,
रायबरेली शाखा, मधुबन शॉपिंग काम्प्लेक्स, मलिक मऊ
रोड, राय बरेली-229 001
653. इण्डियन ओवरसीज बैंक,
रेंसी चेस्ट, आगरा, 18-ए/8डी/1, लक्ष्मी कामर्सियल
काम्प्लेक्स, हवाई पार्क प्लाजा के सामने, आगरा-282 002
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देवनागरी कॉलेज, मेरठ, देवनागरी कॉलेज शाखा, देवनागरी
कॉलेज परिसर, रेलवे रोड, मेरठ पिन-250 002
655. इण्डियन ओवरसीज बैंक,
ग्रेटर नोएडा, सीएसआई 1 एवं 2, प्रथम सेक्टर अल्फा-1,
ग्रेटर नोएडा, जिला गौतमबुद्ध नगर पिन-201 308
656. इण्डियन ओवरसीज बैंक,
हल्द्वानी, होटल-कान्ता, कान्ता कॉम्प्लेक्स, हल्द्वानी,
जिला-नैनीताल, पिन-263 139, उत्तरांचल
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हरिद्वार रोड, 160, नेहरू कॉलोनी, हरिद्वार रोड, देहरादून,
पिन-248 011, उत्तरांचल
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हाथरस, आगरा रोड, गैलेक्सी होटल के सामने, हाथरस,
पिन-204 101, उ.प्र.
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हरिद्वार, श्री दूधा धारी बर्फानी आश्रम, भोपतवाला हरिद्वार,
उत्तर प्रदेश
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खुर्जा, पुरानी तहसील, मार्ग खुर्जा, जिला बुलन्दशहर,
पिन-203 131
661. इण्डियन ओवरसीज बैंक,
लाजपत नगर, महाराजा हरिश्चन्द्र मा.वि. परिसर,
लाजपतनगर, मुरादाबाद उ.प्र.
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नोएडा सेक्टर 26 सी-24, सेक्टर 26 नोएडा-201 301
663. इण्डियन ओवरसीज बैंक,
मई ग्राम व डाकघर, मई वाया खदौली जिला हाथरस,
पिन-281 302, उत्तर प्रदेश
664. इण्डियन ओवरसीज बैंक,
इन्द्रापुरम; आम्रपाली ग्रीन, 1/3 वैभव खण्ड, इन्द्रापुरम,
गाजियाबाद, उत्तर प्रदेश
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इन्सटीट्यूशनल एरिया, सी-डेक, अनुसंधान भवन, सी-55/1,
सै.- 62, नजदीक जे. एस. एस. कालेज, नोएडा,
जिला-गौतमबुद्ध नगर, 201 307
666. इण्डियन ओवरसीज बैंक,
पुलिस लाइन, मेरठ, सर्किट भवन के सामने, पुलिस लाइन
मेरठ, पिन-250 001 उत्तर प्रदेश
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रूद्रपुर, 30, गुरु अंगददेव शॉपिंग, काम्प्लेक्स, नैनीताल
रोड, रूद्रपुर (उधम सिंह नगर) उत्तरांचल
668. इण्डियन ओवरसीज बैंक,
ऋषिकेश, ओंकारानन्द भवन, मुनि की रेती, ऋषिकेश,
जिला टिहरी गढ़वाल
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शास्त्री नगर, बी-7, शास्त्री नगर, मेरठ-250 004
उत्तर प्रदेश
670. इण्डियन ओवरसीज बैंक,
सदरपुर, ग्राम सदरपुर, नोएडा सै. 45, गौतमबुद्ध नगर,
पिन-201 303, उ.प्र.
671. इण्डियन ओवरसीज बैंक,
एस.टी.पी.आई, गंगा शॉपिंग काम्प्लेक्स, ब्लॉक 1, यूनिट
सं. 58-59, सै.-29, नोएडा, जिला गौतमबुद्ध नगर,
पिन-201 303, उत्तर प्रदेश
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शालीमार, सैन्ट मैरी क्रिश्चियन स्कूल, शालीमार गार्डन,
साहिबाबाद, जिला-गाजियाबाद, उत्तर प्रदेश

673. इंडियन ओवरसीज बैंक,
वैशाली, प्लॉट सं. 17, एक्सप्रेस अपार्टमेंट, सेक्टर-4
वैशाली, जिला-गजियाबाद, उत्तर प्रदेश
674. बरियातू रोड-इंडियन ओवरसीज बैंक,
आम्रपाली भवन, बरियातू रोड, रांची-834 009, झारखंड
675. बारीडीह-इंडियन ओवरसीज बैंक,
मरसी हास्पीटल, जमशेदपुर-831 017, झारखंड
676. बोकारो स्टील सिटी-इंडियन ओवरसीज बैंक
बायपास रोड, चास, बोकारो-827 013, झारखंड
677. क्लब रोड-इंडियन ओवरसीज बैंक,
गौसनर कालेज, क्लब रोड, रांची-834 001, झारखंड
678. डकरा-इंडियन ओवरसीज बैंक,
डकरा कोल्यरी-829 210, झारखंड
679. देवघर-इंडियन ओवरसीज बैंक,
कचहरी रोड, देवघर-814 112, झारखंड
680. धनबाद-इंडियन ओवरसीज बैंक,
कतरास रोड, धनबाद-826 001, झारखंड
681. गिरिडीह-इंडियन ओवरसीज बैंक,
मकतपुरचौक, शांति भवन मार्ग, गिरिडीह-815 301,
झारखंड
682. गुमला-इंडियन ओवरसीज बैंक,
शारदा मार्केट कम्प्लेक्स, पालकोट रोड, गुमला-835 207,
झारखंड
683. हजारीबाग-इंडियन ओवरसीज बैंक,
रमेश कम्प्लेक्स, बोडम बाजार, हजारीबाग-825 301,
झारखंड
684. जमशेदपुर-इंडियन ओवरसीज बैंक,
लक्ष्मी मेन्शन, मेन रोड, बिस्टुपुर, जमशेदपुर-831 001,
झारखंड
685. कांके रोड-इंडियन ओवरसीज बैंक, जवाहर नगर,
कांके रोड, रांची-834 009, झारखंड
686. खूंटी-इंडियन ओवरसीज बैंक,
पौपरा टोली, खूंटी-835 210, झारखंड
687. मानगो-इंडियन ओवरसीज बैंक,
इंदु मेन्शन, मेन रोड, मानगो, जमशेदपुर-831 013
झारखंड
688. मरार-इंडियन ओवरसीज बैंक,
रांची रोड, मरार-829 117 जिला-हजारीबाग,
झारखंड
689. नेवरी-इंडियन ओवरसीज बैंक,
विकास विद्यालय, नेवरी-835 217 जिला-रांची,
झारखंड
690. पुरलिया रोड, रांची-834 001, झारखंड
691. रांची-इंडियन ओवरसीज बैंक,
आत्माराम भवन, राधेश्याम लेन, मेन रोड, रांची-834 001
झारखंड
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सेक्टर 9 बोकारो, सेक्टर 9, बोकारो-827 009, झारखंड
693. भागलपुर-इण्डियन ओवरसीज बैंक,
कटरा सम्पतलाल मारवाडी टोला लेन, भागलपुर-812 002,
बिहार
694. तितलकामांझी-इण्डियन ओवरसीज बैंक,
बी.इ.पी. सुमरित मंडल कम्प्लेक्स, भागलपुर-812 001,
बिहार
695. दरभंगा-इण्डियन ओवरसीज बैंक,
कटहलबारी, दरभंगा-846 004, बिहार
696. एकजिविशान रोड-इण्डियन ओवरसीज बैंक,
अरूणाचल भवन, पटना-800 001, बिहार
697. गया-इण्डियन ओवरसीज बैंक,
मिश्रा मार्केट, स्वराजपुरी रोड, गया-823 001, बिहार
698. कटिहार-इण्डियन ओवरसीज बैंक,
संजय भवन, हरदयाल रोड, कटिहार-854 105, बिहार
699. कंकडबाग-इण्डियन ओवरसीज बैंक,
डॉक्टर्स कॉलोनी, कंकडबाग, पटना-800 20, बिहार
700. मुंगेर-इण्डियन ओवरसीज बैंक,
कौडा मैदान, कॉलेज रोड, मुंगेर-811 201, बिहार
701. मुजफ्फरपुर-इण्डियन ओवरसीज बैंक,
अघौरिया बाजार चौक, मुजफ्फरपुर-842 002,
बिहार
702. पटना-इण्डियन ओवरसीज बैंक,
मौर्या सेन्टर, फेजर रोड, पटना-800 001, बिहार
703. रक्सौल-इण्डियन ओवरसीज बैंक,
लक्ष्मी मार्केट, रक्सौल-845 305, बिहार
704. समस्तीपुर-इण्डियन ओवरसीज बैंक,
सबिता टी वी एस, मोहनपुर रोड, समस्तीपुर-848 101,
बिहार
705. शास्त्री नगर-इण्डियन ओवरसीज बैंक,
बेल्हान भवन, बेली रोड, पटना-800 023,
बिहार

706. इण्डियन ओवरसीज बैंक,
क्षेत्रीय कार्यालय, भुवनेश्वर, बी/2 वेस्ट राहीद नगर,
खुर्दा जिला, भुवनेश्वर, पिन : 751 007
707. इण्डियन ओवरसीज बैंक,
केन्द्रीय कार्यालय, पो. बॉ. नं. 3765, 763, अण्णा सालू,
चेन्नै 600 002
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708. इलाहाबाद बैंक,
प्रधान कार्यालय, 2, नेतजी सुभाष रोड, कोलकाता-800 001
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709. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
शाखा कार्यालय, अंधेरी, मुंबई क्षेत्रीय कार्यालय-2,
3, श्रीपाल कॉम्प्लेक्स, सुरेन रोड, दर्पण सिनेमा के पास,
अंधेरी (पूर्व), मुंबई-400093
710. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
शाखा कार्यालय-10, मुंबई क्षेत्रीय कार्यालय-1,
स्टेडियम हाऊस, वी.एन. रोड, चर्चगेट, मुंबई-400020
711. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडल कार्यालय-18, मुंबई क्षेत्रीय कार्यालय-1, कमबाटा
बिल्डिंग, तीसरी मंजिल, महर्षि कर्वे मार्ग, मुंबई-20
712. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडल कार्यालय-20, मुंबई क्षेत्रीय कार्यालय-1, मुंबई
713. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
रोहित चेंबर, मुंबई क्षेत्रीय कार्यालय-1, तीसरी मंजिल,
जन्मभूमि मार्ग, फोर्ट मुंबई-400001
714. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडल कार्यालय-19, मुंबई क्षेत्रीय कार्यालय-1, 133,
जहांगीर बिल्डिंग, एम.जी. रोड, फोर्ट, मुंबई-400001
715. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडल कार्यालय-17, मुंबई क्षेत्रीय कार्यालय-1, 226, कनेडा
बिल्डिंग, पहली मंजिल, डा. डी. एन रोड, फोर्ट,
मुंबई-400001
716. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडलीय कार्यालय-1, जयपुर, श्री दिगम्बर जैन धर्मशाला
बिल्डिंग, प्रथम तल, एम.आई. रोड, जयपुर
717. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
मंडल कार्यालय, सीकर
718. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
शाखा कार्यालय, चर्च रोड, अलवर (राज.)-301001
719. यूनाइटेड इंडिया इन्स्यूरेंस कंपनी लिमिटेड,
शाखा कार्यालय, भोंकरोटा जयपुर, 3, नीर सागर कॉलोनी,
भोंकरोटा, अजमेर रोड, जयपुर-303011

New Delhi, the 2nd February, 2009

S.O. 260. —In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for official purpose of the union) Rules, 1976 the Central Government, hereby notifies the listed branches/offices of the following Banks/Insurance company in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Serial No.	Name of the Banks/Insurance Company	Number of Branches/Offices
1	2	3
1.	Oriental Bank of Commerce	127
2.	Canara Bank	90
3.	Union Bank of India	44
4.	State Bank of Travancore	31
5.	State Bank of Patiala	63
6.	State Bank of India	24
7.	Syndicate Bank	63
8.	Central Bank of India	1
9.	Andhra Bank	9
10.	Indian Bank	6
11.	State Bank of Indore	18
12.	United Bank of India	1
13.	Punjab & Sind Bank	60
14.	Indian Overseas Bank	170
15.	Allahabad Bank	1
16.	United India Insurance Company Limited	11
Total		719

[F.No. 11016/3/2008-Hindi]

REMESH BABU ANTYERY, Jt. Director (OL)

Oriental Bank of Commerce**Ludhiana Region**

- Oriental Bank of Commerce
Vill. Bhamia Khurd, P.O. Mundia Kalan,
Pin : 141111
- Oriental Bank of Commerce
Vill. & P.O. Guzzarwal, Gurudwara Bhai Jai Singh
Teh. & Distt. Ludhiana
Pin: 141202
- Oriental Bank of Commerce
Sargodha Co-Education High School
Field Ganj, Ludhiana, Pin: 141008
- Oriental Bank of Commerce
Municipal Corporation
Zone-C Building, Gill Road, Ludhiana
Pin: 141003

5. Oriental Bank of Commerce
G.M.T. Public School
G. T. Road, Jalandhar Bye-Pass Chowk,
Pin: 141001
6. Oriental Bank of Commerce
New Dayanand Medical College
& Hospital Extn. Counter, Tegore Nagar,
Ludhiana-141 001
7. Oriental Bank of Commerce
Overseas Branch
B-XV-136, Jandu Tower, Miller Ganj, G.T. Road,
Ludhiana - 141003
8. Oriental Bank of Commerce
M.G.M. Public School
Phase-I, Urban Estate, Dugri, Ludhiana
9. Oriental Bank of Commerce
Vill. & P.O. Sidhwan Khurd, Teh. Jagraon,
Distt. Ludhiana
Pin: 142024
10. Oriental Bank of Commerce
S.P.S. Apollo Hospital
Sherpur Chowk, G.T. Road, Ludhiana
Pin: 141003
11. Oriental Bank of Commerce
Sunder Nagar, 2594, Main Road, Ludhiana
Pin: 141003

Delhi Region

12. Oriental Bank of Commerce
F-21, Main Vikas Marg, Preet Vihar
Delhi - 110 092
13. Oriental Bank of Commerce
G-7/ Sonia Complex, Vikaspuri
New Delhi-110018

Jalandhar Region

14. Oriental Bank of Commerce
Chak-7, Saini Bar High School, Bulloval
(Distt. : Hoshiarpur), Pin - 144621
15. Oriental Bank of Commerce
Okara Arya Sr. Sec. Putri Pathshala, Gardhiwala
(Distt. : Hoshiarpur)
16. Oriental Bank of Commerce
International Tractor
Jalandhar Road, Hoshiarpur
17. Oriental Bank of Commerce
Goswami Ganesh Dutt Sanatan Dharam College,
Haryana
18. Oriental Bank of Commerce
Karan Chambers
483, Garha Road, (Distt. Jalandhar)
Pin : 144001

19. Oriental Bank of Commerce
Innocent Heart School
Green Model Town, Jalandhar - 144001
20. Oriental Bank of Commerce
S.C.O.-44, Opp. Distt. Secretariat, Ladowali Road
Jalandhar City-144001
21. Oriental Bank of Commerce
Master Complex, Hoshiarpur Road,
Rama Mandi, Jalandhar- 141303
22. Oriental Bank of Commerce
S.C.O. 309-310, Shaheed Bhagat Singh Nagar
Hoshiarpur Road, Bhagwara (Distt. Kapurthala)
Pin-144410
23. Oriental Bank of Commerce
E.H. 198, Nirmal Complex, G.T. Road,
Jalandhar City -144001

Chandigarh Region

24. Oriental Bank of Commerce
SCO 264, Sector 44C, Chandigarh-160047
25. Oriental Bank of Commerce
SCO 47-48, Madya Marg, Sector-8C, Chandigarh
26. Oriental Bank of Commerce
SCO 54, Sector-47, Chandigarh-160047
27. Oriental Bank of Commerce
SCO 525, Sector-70, SAS Nagar, Mohali- 160071
28. Oriental Bank of Commerce
SCF - 18, Phase-XI, Sector-65, Mohali (Punjab)
Pin: 160062
29. Oriental Bank of Commerce
SCF - 99, Phase-3B2, SAS Nagar, Mohali
30. Oriental Bank of Commerce
Mullanpur Garib Das
Distt. SAS Nagar, Mohali (Punjab)
Pin: 140901
31. Oriental Bank of Commerce
College Road, Ropar, Distt. Ropar (Punjab)
Pin: 140001
32. Oriental Bank of Commerce
Vill. & P.O. Mianpur Distt. Roopnagar
Punjab-140108
33. Oriental Bank of Commerce
Bhagat Ravidas Chowk, Anandpur Sahib
Distt. Ropar (Punjab)
34. Oriental Bank of Commerce
31, Adda Market, Nangal Township
Nangal (Punjab)
35. Oriental Bank of Commerce
Vill. & P.O. Dehlan, Distt. Una (H.P.)
Pin: 174306

36. Oriental Bank of Commerce
Raj Hotel, Near New Bus Stand, Dharam Shala Road
Kangra - 176001
37. Oriental Bank of Commerce
Kotwali Bazar, Dharamshala Distt. Kangra (H.P.)
Pin: 176215
38. Oriental Bank of Commerce
Himachal Dental College, Sundernagar (H.P.)
Pin: 174402
39. Oriental Bank of Commerce
Ward No. 6, Main Road,
Paunta Sahib, Distt. Sirmaur (Himachal Pradesh)
Pin: 173025
40. Oriental Bank of Commerce
Dev Pal Chowk, Hamirpur (H.P.)
Pin: 177001
41. Oriental Bank of Commerce
Dr. Ambedkar Chowk, Banga Road,
Nawanshahar (Pb), Pin: 144514
42. Oriental Bank of Commerce
Vill. & P.O. Chakdaria Main Road
Tehsil & Distt. Nawanshahar (Pb), Pin: 144423
43. Oriental Bank of Commerce
Banga Road Mohallon, Distt. Nawanshahar
Pin: 144514
44. Oriental Bank of Commerce
Amardeep Singh Shergill Memorial
College Mukandpur
The Banga, Distt. Nawanshahar, Punjab - 144507

Bathinda Region

45. Oriental Bank of Commerce
M.L.M. Senior Secondary School
Ferozepur Cantt. - 152001
46. Oriental Bank of Commerce
Mudki, Talwandi Faridkot Road, Distt. Ferozepur
Pin: 142060
47. Oriental Bank of Commerce
Vill. & P.O. : Arniwal, Tehsil : Fazilka,
(Distt. : Ferozepur)
48. Oriental Bank of Commerce
Vill. & P.O. : Mandot, (Distt. : Ferozepur)
Pin: 152002
49. Oriental Bank of Commerce
Hindu Kanya Pathshala, Birla Road, Malout,
(Distt. Mukatsar), Pin: 152107
50. Oriental Bank of Commerce
Sitara Building, Near Bus Stand
Bhikhi (Distt. Mansa)
Pin: 151504

51. Oriental Bank of Commerce
Currency Chetty E-77, Civil Lines
Bhatinda - 151001

Amritsar Region

52. Oriental Bank of Commerce
Rehari Chowk, Jammu - 180005
53. Oriental Bank of Commerce
10B/B, Gandhi Nagar, Jammu - 180004
54. Oriental Bank of Commerce
12-P/4, Trikuta Nagar, Jammu - 180012
55. Oriental Bank of Commerce
Jyoti Public High School, 781/A, Gandhi Nagar,
Jammu - 180004
56. Oriental Bank of Commerce
Sector-2, Near Matador Stand, Channi Himmat
Jammu - 180015
57. Oriental Bank of Commerce
Plot No.-6, Main Road, Narwal, Transport Nagar
Jammu - 180006
58. Oriental Bank of Commerce
Main Chowk, Vijay Pur, Teh: Sambha,
(Distt. Udhampur), Pin: 184120
59. Oriental Bank of Commerce
483, Basan Avenue, Amritsar - 143001
60. Oriental Bank of Commerce
Kashmiri Plaza, Batala Road, P.O. Vijaynagar,
Amritsar - 143036
61. Oriental Bank of Commerce
Sarpal Palace, G.T. Road Chowk Maqbool Pura,
Amritsar - 143001
62. Oriental Bank of Commerce
Hall Bazar, Amritsar - 143001
63. Oriental Bank of Commerce
Green Avenue, Jail Road Area, Amritsar - 143001
64. Oriental Bank of Commerce
10, Distt. Shopping Complex, Ranjir Avenue
Amritsar - 143001
65. Oriental Bank of Commerce
Amritsar College of Engineering & Technology
Amritsar - Jalandhar Road, Near Manawala,
Amritsar - 143115
66. Oriental Bank of Commerce
G.T. Road, Sharif Pura, Amritsar - 143001
67. Oriental Bank of Commerce
Sri Guru Harkrishan Public School
Golden Avenue, (Chief Khalsa Diwan)
Amritsar - 143001

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| <p>68. Oriental Bank of Commerce
Sharda House-6, Diamond Avenue,
Amritsar-143001</p> <p>69. Oriental Bank of Commerce
Khalsa Road, Bhikhiwind, (Distt. Taran Taran)
Pin: 143003</p> <p>70. Oriental Bank of Commerce
Sarain Road, Jandiala Guru, (Distt. Amritsar)
Pin: 143115</p> <p>71. Oriental Bank of Commerce
G.T. Road, Khasa, Amritsar-143411</p> <p>72. Oriental Bank of Commerce
G.T. Road, Batala, (Distt. Gurdaspur)
Pin: 143505</p> <p>73. Oriental Bank of Commerce
Vill. & P.O. Dera Baba Nanak, (Distt. Gurdaspur)
Pin: 143604</p> <p>74. Oriental Bank of Commerce
Dalhousie Road, Pathankot, (Distt. : Gurdaspur)
Pin: 145001</p> <p>75. Oriental Bank of Commerce
G.T. Road, Dina Nagar (Distt. : Gurdaspur)
Pin: 143531</p> <p>76. Oriental Bank of Commerce
Dhangu Road, Pathankot (Distt. : Gurdaspur)
Pin: 145001</p> <p>77. Oriental Bank of Commerce
Main Bazar, Sujampur, Distt. : Gurdaspur
Pin: 143519</p> <p>78. Oriental Bank of Commerce
Opp. Hindu Kanya Mahavidyalaya, Main Road,
Dhariwal, (Distt. : Gurdaspur)</p> <p>79. Oriental Bank of Commerce
Plot No. - 6, Main Road, Narwal Transport Nagar
Jammu-180006</p> <p>80. Oriental Bank of Commerce
Vill. & P.O. Lalpura, Teh.: Taran Taran,
(Distt. : Amritsar)</p> | <p>84. Oriental Bank of Commerce
Kutchra College Road, Opp. Govt. College
for Boys Barnala (Distt.: Barnala)</p> <p>85. Oriental Bank of Commerce
Bihla, Teh.: Barnala, (Distt.: Barnala)</p> <p>86. Oriental Bank of Commerce
Chappar, Bahadurgarh-Ghanour Road
(Distt.: Patiala), Pin: 147021</p> <p>87. Oriental Bank of Commerce
Vill. & P.O. : Chhintanwala, Teh.: Nabha
(Distt.: Patiala) Pin: 147201</p> <p>88. Oriental Bank of Commerce
Barnala Road, Dhanaula, (Distt.: Barnala)</p> <p>89. Oriental Bank of Commerce
Tehsil Complex, Dhuri, (Distt. Sangrur)</p> <p>90. Oriental Bank of Commerce
Jyoti Sarup More, Fatehgarh Sahib
(Distt.: Fatehgarh Sahib) Pin: 140406</p> <p>91. Oriental Bank of Commerce
Vill. & P.O. Lasso, Teh. : Malerkotla
(Distt.: Sangrur) Pin: 148023</p> <p>92. Oriental Bank of Commerce
Main Bazar, Longowal, (Distt.: Sangrur)</p> <p>93. Oriental Bank of Commerce
Outside Delhi Gate, Malerkotla, (Distt.: Sangrur)</p> <p>94. Oriental Bank of Commerce
Jarg Chowk, Bye Pass, Malerkotla,
(Distt.: Sangrur) Pin: 148023</p> <p>95. Oriental Bank of Commerce
Regional Institute of Management and
Technology, Mandi Gobindgarh
Distt.: Fatehgarh Sahib, Pin: 147301</p> <p>96. Oriental Bank of Commerce
A-Tank, Adalat Bazar, Patiala-147001</p> <p>97. Oriental Bank of Commerce
S.C.O. 15, Bhupindra Road, Patiala-147001</p> <p>98. Oriental Bank of Commerce
Chowk Purani Kotwali, Patiala-147001</p> <p>99. Oriental Bank of Commerce
Main Bazar, Gurbax Colony, Patiala - 147001</p> <p>100. Oriental Bank of Commerce
Budha Dal Public School, Lower Mall
Patiala - 147001</p> <p>101. Oriental Bank of Commerce
Sat Complex, Near Gaytri Hospital
Sirhind Road Bye-Pass, Industrial Focul Point
Patiala - 147001</p> |
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- Patiala Region**
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| <p>81. Oriental Bank of Commerce
Opp. Old Bus Stand Rajkot Chowk, Ahmedgarh</p> <p>82. Oriental Bank of Commerce
Vill. & P.O. Bagarian, (Distt. Sangrur)
Pin: 147201</p> <p>83. Oriental Bank of Commerce
Gurdwara Complex, Chandigarh - Rajpura Highway
Banur (Distt.: Patiala)</p> |
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102. Oriental Bank of Commerce
Government Mahendra College, Distt.: Patiala
Pin: 147001
 103. Oriental Bank of Commerce
Municipal Corporation Building, Patiala - 147001
 104. Oriental Bank of Commerce
New officer Colony, Stadium Road,
Patiala - 147001
 105. Oriental Bank of Commerce
Dispensary Road, Trpari Town, Patiala - 147001
 106. Oriental Bank of Commerce
SCO - 114, Phase- II, Urban Estate
Rajpura - Patiala Road, Patiala - 147002
 107. Oriental Bank of Commerce
Shiv Mandir A.C. Market, Patiala Road,
Patran (Distt.: Patiala)
 108. Oriental Bank of Commerce
Amrit Banaspati Co. Ltd., Chandigarh Road,
Rajpura (Distt.: Patiala), Pin: 140401
 109. Oriental Bank of Commerce
Near Markfed Focal Point, Bye Pass, Rajpura
(Distt.: Patiala), Pin: 140401
 110. Oriental Bank of Commerce
Mukut Polytechnic for Woman, Patiala Bye-Pass
Rajpura, Distt.: Patiala, Pin: 140401
 111. Oriental Bank of Commerce
Patel Memorial College, S.B.S. Colony, Distt.: Patiala
Pin: 140401
 112. Oriental Bank of Commerce
Patiala Road, Rajpura, (Distt.: Patiala)
Pin: 140401
 113. Oriental Bank of Commerce
Holy Heart Public School, Opp. Teh. Complex,
Samana, (Distt.: Patiala), Pin: 147101
 114. Oriental Bank of Commerce
Anaj Mandi, Sirhind, (Opp. Fatehgarh Sahib)
Pin: 140406
 115. Oriental Bank of Commerce
Near Piran Wale Gate, Sunam (Distt.: Sangrur)
Pin: - 148028
 116. Oriental Bank of Commerce
Block Development and Panchayat Office
Sunam (Distt.: Sangrur), Pin: 148028
 117. Oriental Bank of Commerce
Tapa Mandi, Tapa (Distt.: Barnala), Pin - 148108
 118. Oriental Bank of Commerce
Bilaspur Road, Ward No.9, Bhullar Market,
KAHMANO, Distt.: Fatehgarh Sahib
Pin: 141127
 119. Oriental Bank of Commerce
Near Durga Mandir, Vill. & P.O.: Bhadoan
(Tehsil: Nabha), Distt.: Patiala Pin - 147202
 120. Oriental Bank of Commerce
SCO - 146, 2nd Floor, Improvement Trust Complex
Distt.: Patiala, Pin: -147001
 121. Oriental Bank of Commerce
Zila Parishad Building, Sirhind Road,
Distt.: Patiala, Pin: 147001
 122. Oriental Bank of Commerce
Regional Office,
The Landmark, First Floor, No. 21/15,
Mahatma Gandhi Road, Bangalore-560001
 123. Oriental Bank of Commerce
Regional Office,
Alok Bharti Tower, Shahid Nagar,
Bhubneshwar-751007
 124. Oriental Bank of Commerce
Regional Office,
Galeria Market, IInd Floor, Nachan Road,
Benachity, Durgapur-713213
 125. Oriental Bank of Commerce
Regional Office,
OBC Tower, 3rd Floor, 917-20-20A,
Fergusson College Road, Pune-411004
 126. Oriental Bank of Commerce
Regional Office,
Aman Chambers, Ist Floor, Veer Savarkar Marg,
Opp. New Passport Office, Prabha Devi,
Mumbai-400025
 127. Oriental Bank of Commerce
Branch Office,
Paljor Stadium, Gangtok (Sikkim)-737101
- Canara Bank**
128. Canara Bank,
Kompally (2854)
Survey No. 103/B, Opp. B.Sivareddy Godowns
Kompally, Qutbulapur Mandal Ranga Reddy,
Dist. Andhra Pradesh,
 129. Canara Bank,
Andhra Nagar (1383), Main Road 4-9, Andhra
Nagar - 503 215, Nizamabad Dist.
 130. Canara Bank,
Aroor (1869)
Grampanchayat Bldg. Aroor - 508 112,
Veligonda Mandal, Nalgonda Dist.
 131. Canara Bank
Atmakur (1325), H.No. 3/7C, Opp. Alankar
Theatre, Atmakur, Hanumakonda-506 011,
Warangal Dist.

132. Canara Bank,
Bhongir (0658), D. No. 1-6-200/A2, Opp.
Municipal Office, Stn. Rd, Bhongir-508 116,
Nalgonda Dist.
133. Canara Bank,
Chityal (0665), Main Rd. Chityal - 508 114,
Nalgonda Dist.
134. Canara Bank,
Nawabpet, Jangaon (1328) 1-1-53/1, Bank Street,
Nawabpet, Jangaon - 506 167, Warangal Dist.
135. Canara Bank,
Kadthal (0899) Main Road, Kadthal - 509 358,
Mehboobnagar Dist.
136. Canara Bank,
Karimnagar (2498)
2-6-8, Kamadhenu Super Bazaar Bldg. Near
Sri Venkateshwara Temple, Karimnagar - 505 001
137. Canara Bank,
Katapur (1923) Main Rd. Pasra village,
Katapur-560 347, Govindrapet Mandal,
Warangal Dist.
138. Canara Bank,
Kompally (1877) Kompally - 508 244,
Nalgonda Dist.
139. Canara Bank,
Kyatoor (1364) H.No. 2-76, Near Temple Alampur
Mandal, Mehboobnagar Dist. Kyatoor - 509 154
140. Canara Bank,
Madikonda (1327) 2-53/1313, Hyd. Main Road,
Manikonda - 506 142, Warangal Dist.
141. Canara Bank,
Mahabubnagar (1408) 1-5-71A, New Town,
Mahabubnagar - 509001
142. Canara Bank,
Nagarjunsagar (1192) A-F, 73, Hill Colony, Near
St. Joseph's High School, Nagarjunsagar-508202
Nalgonda Dist., AP
143. Canara Bank,
Nalgonda (0776) 4-9-5A & 5B, MG Road,
Nalgonda-508001
144. Canara Bank,
Rajupet (1301) H.No. 2/158, Main Road,
Mangapet P.O. Rajupet - 506 172, Warangal Dist.
145. Canara Bank,
Revoor (1664) Kodad Taluk, Revoor-508246,
Nalgonda Dist.
146. Canara Bank,
Shadnagar (0843) NH 7, Shadnagar-509216,
Mehboobnagar Dist.
147. Canara Bank,
Hanmakonda (2450) Plot No. A2/1, Ground Floor,
Balasamudram Main Rd. Near Vikasila Park,
Hanmakonda Warangal - 506 001
148. Canara Bank,
Vempatti (1938) 2-89/2/A, Survey no.: 797,
Main Road, Dist and Village Vempatti - 508 280,
Nalgonda Dist.
149. Canara Bank,
Warangal (0621) Station Road, PB No. 51,
Warangal - 506002
150. Canara Bank,
Repala (1810) Door No. 1-44, via Suryapet,
Repala-508 214, Nalgonda Dist.
151. Canara Bank,
C. C. Hyderabad (1810) 3-6-65, Besides Skyline
Cinema, Bashochibagh, Hyd-500 029
152. Canara Bank,
CC WARANGAL (1894) 16-10-1458, Under
Bridge Road, Pasumooti
Warangal - 506002
153. Canara Bank,
Vijaya Nagar, Plot No. 672, MR-4 Vijaya Nagar
Jabalpur- 482002 (MP)
154. Canara Bank,
Gola ka Mandir, Plot No. 6, Murar Enclave
Colony, Gola ka Mandir,
Gwalior-474 005 (MP)
155. Canara Bank,
Narasinghpur, Plot No. 24/1, Krishna Ward, Main
Road, Station Ganj, Mauza :Kandeli
Narasinghpur-487 001 (MP)
156. Canara Bank Dumka,
Thane Road, Dumka Dumka Dist. Jharkhand
157. Canara Bank,
Pente Costal Pente Costal Assembly Scho,
Sector-12, Bokaro Steel City, Bokaro,
Jharkhand-827012
158. Canara Bank,
Kusai Colony J S E B, Kusai Colony, Doranda,
Ranchi - 834002
159. Canara Bank Chas Branch (Bokaro)
Laxmi Nivas, By Pass Road, Chas, Bokaro
Jharkhand-827013
160. Canara Bank Dimma Road
Mount View School Dimma Road,
Jamshedpur, West Simbhum,
Jharkhand-831018

161. Canara Bank, Kabir Memorial Branch
Kabir Memorial Urdu
162. Canara Bank, Circle Office
Kadru Bye Pass Road, Post-Doranda
Ranchi-834 002, Jharkhand
163. Ranchi Kanke Road Br.
Shri Ram Garden, Kanke Road Dist—Ranchi,
Jharkhand Ranchi-834008
164. S S I Adityapur Br. Jamshedpur
Virdi Bhavan, Main Road, Adityapur
Jamshedpur-831013, East Singhbhoon,
Jharkhand
165. Canara Bank
Adoni, 15/463 Gosha Hospital Road
Adoni-518301 Kurnool District,
Andhra Pradesh
166. Canara Bank
Anantapur New town branch, 1-224 First floor,
Neelima Theatre Complex, First Road, New Town
Anantapur-515004, Andhra Pradesh
167. Canara Bank
Chennekottapalli Chennekottapalli-515101,
Anantapur District
168. Canara Bank
Kadapa, H. No. 6/502, Kadapa China chowk
Kadapa-516002. Andhra Pradesh
169. Canara Bank
Karakambadi, Opp. Lakshmi Narasimha Theatre,
New Renigunta Checkpost, Madras Road,
Karakambadi-517520
170. Canara Bank
Madanapalli, Radha Nilayam, Srikrishna Complex,
Patel Road, B. K. Palem, Madanapalli-517325,
Chittoor District, Andhra Pradesh
171. Canara Bank
Medapuram, 4-36, Main Road,
Medapuram-515651, Anantapur District,
Andhra Pradesh
172. Canara Bank
Proddatur, Sri Venkateswara wholesale cloth
market, Sri Vivekananda Road, Proddatur, Kadapa
District, Andhra Pradesh
173. Canara Bank
Rajampet, 2/8, Madras Road, Rajampet, Kadapa
District, Andhra Pradesh
174. Canara Bank
Raptadu, 3/17, Raptadu, Via Kandukuru,
Raptadu Mandal-515721,
Andhra Pradesh
175. Canara Bank
Tirupathi, Opp. Palani Theatre Rayalacheruvu
Road, Tirupathi-517501 Chittoor District, Andhra
Pradesh
176. Canara Bank (2873)
Sinchai Bhavan Canitt. Road, Lucknow
Pin-226001, Uttar Pradesh
177. Canara Bank (2851)
Madiha Complex, Station Road, Company Bagh,
Barabanki, Pin-225001, Uttar Pradesh
178. Canara Bank (2866)
Bareilly Refugee Cooperative Housing Society
Limited, Model Town, Bareilly, Pin-243005
Uttar Pradesh
179. Canara Bank (2908)
T- 93 Shivalik Nagar, Ranipur, Haridwar,
Pin-249401, Uttarakhand
180. Canara Bank (2909)
Bhagwanpur, Roorkee-Haridwar Road,
Dist- Haridwar, Pin- 247667, Uttarakhand
181. Canara Bank (2900)
Baba Saheb Bhimrao Ambedkar University, Vidya
Vihar, Raebareilly Road, Lucknow Pin - 226025,
Uttar Pradesh
182. Canara Bank (2917)
Sahebganj, House No.-C/163/145, Mirzapur
Chowk, Sahebganj Gorakhpur, Pin-273005,
Uttar Pradesh
183. Canara Bank (2901)
Kheri Lakhimpur, New Basti, Front of Road Ways
Bus Stand, Lakhimpur Kheri, Pin-262701,
Uttar Pradesh
184. Canara Bank (2902)
E-61, Sakuntala Devi Memorial Hall, Panki,
Kanpur, Pin-208020, Uttar Pradesh
185. Canara Bank (2901)
Welhams Boys School Dehradun Circular Road,
Dalnawala Dehradun, Pin-248001, Uttarakhand
186. Canara Bank (2936)
Moradabad Development Authority, Moradabad
Pin 244001, Uttar Pradesh
187. Canara Bank (2932)
B E L Unit, Kotdwara Pin-246149, Uttarakhand
188. Canara Bank (2930)
Raj Inter College Seohara Seohara, Pin-246746,
Uttarakhand
189. Canara Bank (2931)
Krishi Uradan Mandi Samiti Baraut, Pin-250611,
Uttar Pradesh

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| <p>190. Canara Bank (2933)
Vardhaman College, Bijnor Pin-246701,
Uttar Pradesh</p> <p>191. Canara Bank (2935)
United Engineering College, Naini, Allahabad,
Uttar Pradesh</p> <p>192. Canara Bank
Behrampur (W. Bengal), Green View Apartment,
No.2, Sriram Shiromani Road,
Murshidabad-742101, Behrampur,
West Bengal</p> <p>193. Canara Bank
Haldia Branch, Tripathy Complex, In front of
Hotel Golden Retreat, Sukanta Nagar Colony,
PO—Debhog, East Mednipur-721 657,
West Bengal</p> <p>194. Canara Bank
Garia Branch, 167, Garia Main Road, Tentultala,
PO - Garia, Kolkata-700084, West Bengal</p> <p>195. Canara Bank
Administrative Block, International Terminal
Airport, Trivandrum-695008, Kerala</p> <p>196. Canara Bank
Sastha Towers, Near Sastha Temple, Manacaud,
Trivandrum-695009, Kerala</p> <p>197. Canara Bank
Preetha Building, TC2/716(1), Poojappura,
Trivandrum-695012, Kerala</p> <p>198. Canara Bank
TC 8/123, TKNRA-127, Thirumala,
Trivandrum-695006, Kerala</p> <p>199. Canara Bank
PB No.19, ALP 11/747, Thomson Drive-in
Shopping Centre, College Junction, Anchal
Alayaman PO Kollam Distt.-691320,
Kerala</p> <p>200. Canara Bank
1st Floor, Nooras Tower, Near Govt. Hospital,
Pada North, Karunagapally Kollam, Distt.-690518</p> <p>201. Canara Bank
Karthika Building, 1st Floor, Konny,
Pathanamthitta, Distt.-689691, Kerala</p> <p>202. Canara Bank
Irish Towers Kanjikuzhy Mnttamhalem Post,
Kottayam Distt.-686004, Kerala</p> <p>203. Canara Bank
TC 81/1613-1, NH Bye- Pass Technopark,
Kulathur PO Trivandrum-695586, Kerala</p> | <p>204. Canara Bank
Door No.800/12, Mannuthy, Near Mannuthy Post
Office Thrissur, Kerala</p> <p>205. Canara Bank
Ward No.7/356, Kalady Panchayat, Surya Super
Bazaar Junction, Kalady, Ernakulam Distt.
Kerala</p> <p>206. Canara Bank
Puthukallel Complex, Door No.36/2176B,
Kaloor-Kadavanthra Road, Kaloor,
Ernakulam-682 017 Kerala</p> <p>207. Canara Bank
ARM Branch, Rukhiya Bagh Building, Near
Deepa Theatre, Ravipuram, M G. Road,
Ernakulam, Kerala</p> <p>208. Canara Bank
Wellington Branch, Old DLB Building,
No.24/1987, Wellington Island, Kochi-682003,
Kerala</p> <p>209. Canara Bank
Door No.1/509, Bharatiya Vidya Bhavan,
Poochatty, Eravimangalam PO, Thrissur Kerala</p> <p>210. Canara Bank
Noida Sector-63, 1A/40, Block-H, Sector-63,
Noida</p> <p>211. Canara Bank
No.1177, Opp. MTNL Telephone Exchange
Bawana, Delhi-110039</p> <p>212. Canara Bank
CCRT Dwarak, Plot No.15-A, Sector No.7,
Dwaraka, New Delhi</p> <p>213. Canara Bank
Gyanadeep Vidya Bhawan, Yamuna Vihar
Secondary School, Delhi.</p> <p>214. Canara Bank
1961/5, Near Arya Samaj, Railway Road, Narela,
Delhi-110040.</p> <p>215. Canara Bank
SGF 04,05,10 & 11, Palam Triangle, Palam Vihar,
Gurgaon, Haryana.</p> <p>216. Canara Bank
867, Main Road, Sant Nagar,
Burari, Delhi.</p> <p>217. Canara Bank
Survey No. 16/1 A, Vishwa-Parvati Building,
OM Chowk, Bijleenagar, Chinchwad,
Pune-411033</p> |
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Union Bank of India**Regional Office, Delhi (South)**

218. Union Bank of India,
Sarita Vihar Branch, Local Shopping Centre,
First Floor, Pocket F & G, Sarita Vihar.
Delhi-110076

Regional Office, Bhopal

219. Union Bank of India,
R A B Branch, Union Bank Bhavan 1513/11,
Arera Hills Bhopal (M.P.)-462011

Regional Office, Indore

220. Union Bank of India,
Jhabua Branch, 19, Jyoti Bhavan Complex Near
Dilipgate, Indore Ahmedabad Road Meghnagar
Naka, Jhabua (M.P.)-457661

Regional Office, Rewa

221. Union Bank of India,
Baghwar Branch, J.P. Vihar, J.P. Sidhi Cement
Plant, Distt. Sidhi.

Regional Office, Jabalpur

222. Union Bank of India,
Shakti Bhavan Road Branch Rampur, Jabalpur
Madhya Pradesh-482008

Regional Office, Meerut

223. Union Bank of India,
Baghpat Branch Main Chauraha, Delhi
Saharanpur Road, Baghpat-250609
224. Union Bank of India,
Gajraula Branch Opp. P. W.D. Office Station
Road, Gajraula-244235 Distt.
J.P. Nagar (U.P.)

Regional Office, Agra

225. Union Bank of India,
M.G. Road Agra Branch, 13, M.G. Road,
Agra-282001. Distt. Agra (U.P.)
226. Union Bank Of India,
G.T. Road, Aligarh Branch G.T. Road, Near Banna
Devi Police Station, Aligarh,
Distt. Aligarh 202001 (U.P.)

Regional Office, Allahabad

227. Union Bank of India,
Handia Branch, 6/36, Ward No.6 Handia Bazar,
Handia Dist. Allahabad 221503
228. Union Bank of India,
Pratapgarh Branch, Bhadri House. Kutchery
Road, Pratapgarh, Uttar Pradesh

229. Union Bank of India,
Mumfordganj, Branch, 514-F-Tripathi Chauraha,
Mumfordganj, Allahabad. U.P.

230. Union Bank of India,
Gopiganj Branch, Main bazar. G. T. Road
Gopiganj, Dist. Sant Ravidas Nagar. U.P.

Regional Office, Patna

231. Union Bank of India,
Betiah Branch, Sidharth Traders Supriya Cinema
Road, Distt + Post—Betiah, Bihar Pin-845438
232. Union Bank of India,
Patliputra Colony Branch, Pannalal Market,
Near Police Station, Patna Bihar 800013
233. Union Bank of India,
Motihari Branch, Rajabazar. Balua Road,
Motihari, Distts + Post-Motihari Bihar,
Pin 845401
234. Union Bank of India,
Sitamarhi Branch, Rajopatti, Dumra Road,
Distt+Post—Sitamarhi, Bihar Pin 843302

Regional Office, Ranchi

235. Union Bank of India,
Dumka Branch, Shree Shyam Plaza, Near Veer
Kunwar Singh Chowk, Dumka, Pin 814 101,
Distt. Dumka (Jharkhand)

Regional Office, Ahmedabad

236. Union Bank of India,
Ishanpur Branch, A-112, Radhe Kishan Complex,
Near Reliance Fresh, Jaymata Ring Road,
Ishanpur, Ahmedabad-382443, Distt.
Ahmedabad, State Gujarat
237. Union Bank of India,
Adalaj Branch, Shree Simandhar Swamy
Aaradhana Trust, Simandhar City, Tri-Mandir
Campus, Ahmedabad-Kalol Highway,
Adalaj-382 421, Dist. Gandhinagar, State Gujarat

Regional Office, Nagpur

238. Union Bank of India,
Narendra Nagar Branch, 46, Saket Nagar, Suyog
Nagar Square, Ring Road, Nagpur 440 027
(Maharashtra)

Regional Office, Nasik

239. Union Bank of India,
Retail Assets Branch, Nasik, 275, Jadhav Wada,
CTS 433 A, M.G. Road, Nasik-422 002
240. Union Bank of India,
Beed Branch, Vaidyanath Chambers, Shivaji
Chowk, Opp. S.P. Office Beed-431 122

Regional Office, Kolapur

241. Union Bank of India,
Kodoli Branch, Kodgule Building, A/P. Kodoli,
Tal. Panhala, Dist. Kolhapur, Kodoli-416114
242. Union Bank of India,
Karad Branch, Patil Heritage, 207/2C,
Shaniwarpet, Dutta Chowk. Karad (Dist. Satara),
Pin 415 110, Maharashtra

Regional Office, Mumbai (West)

243. Union Bank of India,
Palghar Branch, 1, Vatsalya Palghar Manor Road,
Palghar (W), Dist. Thane 401 404
244. Union Bank of India,
Lokhandwala Complex Branch, Sunshine, P-39,
Opp. Shastri Nagar, Lokhandwala Complex,
Andheri (W), Mumbai - 400 053
245. Union Bank of India,
Regional Office (West) Mumbai, 3rd floor,
New Vinod Silk Mills Compound, Chakravathy
Ashok Road, Ashok Nagar, Kandivli (East),
Mumbai-400 101

Regional Office, (North) Thane

246. Union Bank of India,
Powai Corporate & SME Branch, Aadhi
Shankarcharya Marg, Near Indian Registration of
Shipping Corporation Opp. Powai Lake, Powai,
Mumbai-400 072
247. Union Bank of India,
Ambernath Branch, Plot No. 571, Deepavli Kher
Sector, Ambernath (East)-421 50 1
248. Union Bank of India,
Badalpur Branch, Dwarka Anees Niwas, Dutt
Chawl, Belavati, Badlapur (W)-421 503
249. Union Bank of India,
TMT Branch, TMT Extension Counter,
Administration Bhavan, Road No. 27 & 34, Wagle
Depot, Wagle Estate, Thane (W)

Regional Office, Bangalore

250. Union Bank of India,
B T M Layout Branch, 425/426, KSR Court, BTM
II Stage, 7th Cross, 8th Main Corner,
MICO Lay-Out, Bengaluru 560 076
251. Union Bank of India,
Chanda Lay-Out Branch # 43, II Stage, BHS
Lay-Out, (Opp. Chandra Lay-Out Bus Depot),
Bengaluru-560 040
252. Union Bank of India,
Basweshwarnagar Branch, # 48, 4th Block,
4th Stage, Basweshwarnagar, Siddiah Puranik
Road, Bengaluru-560 076

253. Union Bank of India,
Bhuvaneshwarnagar Branch, # 70 & 71,
Dasarhalli Village Road, Bhuvaneshwarnagar,
Bengaluru-560 024

254. Union Bank of India,
Daralkatte - Mangalore Branch, Al-Hameedulla
Complex, Ground Floor, Main Bazar, Mangalore

Regional Office, Belgaon

255. Union Bank of India,
Sindagi Branch, 1816, Sindagi, Sindagi 586128
Sindagi (Taluk), Bijapur (District).

Regional Office, Hyderabad

256. Union Bank of India,
Miryalaguda Branch, D.No.18-704, Ashok Nagar,
Miryalaguda (Town), Nalgonda Dist.-508 207
257. Union Bank of India,
Asset Recovery Branch, 2nd Floor, Pavani Plaza,
Public Garden Road, Saifabad, Hyderabad 50000
(A.P.)
258. Union Bank of India,
Retail Asset Branch, 2nd Floor, Pavani Plaza,
Public Garden Road, Saifabad,
Hyderabad 500 001 (A. P.)

Regional Office, Nellore

259. Union Bank of India,
Prodattur Branch, 15/11, Zinna Road,
Prodattur 516361, Kadapa District (A.P.)

Regional Office, Bhubaneswar

260. Union Bank of India,
Rayagada Branch, Blue Moon Function Hall,
New Colony, Rayagada, Dist. Rayagada (Orissa),
Pin Code- 765001
261. Union Bank of India,
Patia Branch, Sri Sai Anandam Commercial
Complex Patia, Bhubaneswar, Dist. Khurda
(Orissa) Pin Code-751 014

State Bank of Travancore

262. Indore Branch,
Indira Complex, Opposite of T.V. Tower,
A.B. Road, Indore-452 001.
Telephone : (0731) 2403352/2403428
263. Bhopal Branch,
E-5/4, Arera Colony,
Bhopal-440 012.
Telephone : (0755) 2461267/2466195
264. Sion Branch,
22, Krishan Nikethan,
Opposite of Gandhi Market,
Sion Main Road, Sion,
Mumbai-400 002
Telephone : (022) 22 4040046/24040095

265. Narul Branch,
Plot-C/3, Ruparail Gardens,
Sector-23,
Narul, Navi Mumbai-400706
Telephone : (022) 27707708/27702228
266. Borivali Branch,
Om Sadan, S.V. Road,
Borivali (West),
Mumbai-400 092
Telephone : (022) 28076536/28076540
267. Regional Office, Mumbai,
Jeevan Seva Annexe Bhavan, 94 S.V. Road,
Santacruz, West Mumbai-400 054
Telephone : (022) 26103256-3260
268. State Bank of Travancore,
Ettumanoor Branch,
P.B. No. 1, Palai Road,
Ettumanoor P.O. Kottayam District,
Kerala-686 631
- 269. State Bank of Travancore,
Kanjikuzhy Branch,
P.B. No. 1, Thaiparambil Bldgs
Muttambalam P.O., Kottayam Distt., Kerala-4
270. State Bank of Travancore,
Kodimatha Branch,
P.B. No. 1, Kodimatha P.O. Kottayam District,
Kerala-686 039.
271. State Bank of Travancore,
Kottayam Civil Station Branch,
P.B. No. 1, Collectorate P.O.
Kottayam District, Kerala-686 002.
272. State Bank of Travancore,
Kottayam Service Branch,
P.B. No. 693, CMS College Campus
College Road, Kottayam, Kerala-1
273. State Bank of Travancore,
Kottayam Treasury Branch,
P.B. No. 114, Collectorate Bldg.
Collectorate PO, Kottayam District,
Kerala-2.
274. State Bank of Travancore,
NRI Branch, Thiruvalla,
P.B. No. 29, Marthoma Bldg, Thiruvalla P.O.
Pathanamthitta Dist., Kerala-689 101
275. State Bank of Travancore,
Pandalam Branch,
P.B. No. 1, Pandalam P.O. Pathanamthitta Dist.,
Kerala-689501
276. State Bank of Travancore,
Kuttapuzha Branch,
P.B. No. 1, Kuttipuzha P.O. Pathanamthitta Dist.,
Kerala-689103
277. State Bank of Travancore,
Thirumoolapuram Branch,
P.B. No. 1, Thirumoolapuram P.O.
Pathanamthitta Dist., Kerala-689115
278. State Bank of Travancore,
Konni Branch,
P.B. No. 1, Konni P.O.
Pathanamthitta Dist., Kerala-689691
279. State Bank of Travancore,
Mallappally Branch,
P.B. No. 1, Mallappally West P.O.
Pathanamthitta Dist., Kerala-689 585
280. State Bank of Travancore,
Ranni Branch,
P.B. No. 1, Angadi P.O.,
Pathanamthitta Dist., Kerala-689 678
281. State Bank of Travancore,
Ranni -Thottamon Branch,
P.B. No. 1, Ranni P.O.
Pathanamthitta Dist., Kerala-689672
282. State Bank of Travancore,
Vadasserikara Branch
P.B. No. 2, Vadasserikara P.O.
Pathanamthitta Dist., Kerala-689 662
283. Vakkom,
P.B. No. 1, Nodesh Buildings,
Vakkom P.O. Thiruvananthapuram.
Kerala-695 308
284. Madathara,
1st Floor, V.J.V.S. Shopping Complex,
Madathara P.O. Thiruvananthapuram,
Kerala-691541
285. Pangode,
P.B. No. 1, No. III/652-B, Shamjir Manzil,
Pangode P.O., (VIA) Kallara,
Thiruvananthapuram, Kerala-695609
286. Palode,
P.B. No. 3, NP 6/77,
Varuvila Buildings,
College Road Pacha (Palode) P.O.
Thiruvananthapuram,
Kerala-695562
287. Kadakkal,
P.B. No. 2, K.P. VI/673, Syam Niketan,
Kadakkal P.O, Kollam, Kerala
288. Kummil,
P. B. No. 8, K.P. R.M. Building,
Kummil P.O. Kollam, Kerala-691 536
289. Clappana,
P. B. No. 1, Alumpeedika, P.O.
Kollam Kerala

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| <p>290. Nallila,
NP/IV/64A, Thenguvilayil Buildings
Nallila P.O. Kollam Kerala</p> <p>291. Uzhamalakkal,
Puthukulangara P.O. Nedumangad (VIA)
Thiruvananthapuram, Kerala-695541</p> <p>292. Zonal Office,
Housing Board Building
Santhinagar P.O., Thiruvananthapuram-695001</p> <p>293. State Bank of Patiala,
Zonal Office, Patiala
Thakur Niwas
Near Head Post Office
Patiala-147001</p> <p>294. State Bank of Patiala,
Zonal Office, Mumbai
13, Arcade, World Trade Centre,
Cufe Parade
Mumbai</p> <p>295. State Bank of Patiala,
Zonal Office, Haryana,
SCO No.-7
Sector-5,
Panchkula</p> <p>296. State Bank of Patiala,
Zonal Office, Bathinda,
Guru Kanshi Marg,
Bathinda-151 001</p> <p>297. State Bank of Patiala,
Zonal Office, Ambedkar Chowk,
Jalandhar
Pin Code-144001,
Punjab</p> <p>298. State Bank of Patiala,
Regional Office-I,
Ambedkar Chowk,
Jalandhar,
Pin Code-144001,
Punjab</p> <p>299. State Bank of Patiala,
Regional Office-II
Ambedkar Chowk
Jalandhar
Pin Code-144001
Punjab</p> <p>300. State Bank of Patiala,
Regional Office,
G.T. Road, Miller Ganj
Ludhiana Pin-141003,
Punjab</p> | <p>301. State Bank of Patiala,
G.T. Road Goraya
Teh. Phillaur
Distt:- Jalandhar
Pin Code-144409,
Punjab</p> <p>302. State Bank of Patiala,
Jalandhar NRI,
Lajpht Nagar Market., Jalandhar City,
Pin Code-144001,
Punjab</p> <p>303. State Bank of Patiala,
Service Branch Jalandhar
Rainik Bazar, Jalandhar City,
Pin Code-144001
Punjab</p> <p>304. State Bank of Patiala,
Aman Nagar Near Bye Pass,
Jalandhar,
Pin Code-144001
Punjab</p> <p>305. State Bank of Patiala,
Guru Teg Bahadur Nagar,
Jalandhar City,
Pin Code-144001
Punjab</p> <p>306. State Bank of Patiala,
Patel Chowk, Jalandhar City,
Pin Code-144001
Punjab</p> <p>307. State Bank of Patiala,
Ambedkar Chowk, Jalandhar City,
Pin Code-144001
Punjab</p> <p>308. State Bank of Patiala,
Shastri Market, Jalandhar City,
(Punjab)-1444001</p> <p>309. State Bank of Patiala,
289, Shaheed Udham Singh Nagar,
Opp. T.V. Centre Jalandhar City,
Pin Code-144001,
Punjab</p> <p>310. State Bank of Patiala,
Rainik Bazar, Jalandhar City,
Pin Code-144001,
Punjab</p> <p>311. State Bank of Patiala,
Jalandhar Cantt,
Pin Code-144001,
Punjab</p> |
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312. State Bank of Patiala,
(P & SB)
37, Cool Rd., Jalandhar City,
Pin Code-144001
Punjab
313. State Bank of Patiala,
Banga Main-Banga
Distt.-Nawanshahar
Pin Code-144505
314. State Bank of Patiala,
Nawanshahar Main
Old Court Road.,
Distt.-Nawanshahar
Pin Code-144514
Punjab
315. State Bank of Patiala,
Banga (P & SB)
Near Bus Stand Banga
Distt.-Nawanshahar
Pin Code-144505
Punjab
316. State Bank of Patiala,
G.T. Rd., Phagwara
Distt. Kapurthala
Pin Code-144401
Punjab
317. State Bank of Patiala,
Sultanpur Lodhi, Teh. Sultanpur Lodhi,
Distt. Kapurthala
Pin Code-144428
Punjab
318. State Bank of Patiala,
Phagwara P & SB,
Banga Road, Phagwara
Distt. Kapurthala
319. State Bank of Patiala,
Nurmahal Road Nakodar
Distt. - Jalandhar
Pin Code-144040
Punjab
320. State Bank of Patiala,
G.T. Rd., Kartarpur
Distt. Jalandhar
Pin Code-144801
Punjab
321. State Bank of Patiala,
Phillaur
Distt. Jalandhar
Pin Code-144410
Punjab

322. State Bank of Patiala,
Tanda Road Jalandhar City
Pin Code-144001
Punjab
323. State Bank of Patiala,
The Mall Kapurthala
Kapurthala City
Pin Code-144601
Punjab
324. State Bank of Patiala,
Mukarji Marg
Jallianwala Bagh
Amritsar
Pin Code-143001
Punjab
325. State Bank of Patiala,
Chatiwind Gate
Amritsar
Pin Code-143001
Punjab
326. State Bank of Patiala,
East Mohan Nagar
Amritsar
Pin Code-143001
Punjab
327. State Bank of Patiala,
Katra Jaimal Singh
Amritsar
Pin Code-143001
Punjab
328. State Bank of Patiala,
Textile, Amritsar
Krishna Square-1
Batala Road, Amritsar
Pin Code-143001
Punjab
329. State Bank of Patiala,
Baba Bakala
Distt. Amritsar
Pin Code-143202
Punjab
330. State Bank of Patiala,
Tarn Taran (New Gain Market)
Distt. Amritsar
Pin Code-143401
Punjab
331. State Bank of Patiala,
Patti (Railway Road)
Distt. Amritsar
Pin Code-143416
Punjab

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| <p>332. State Bank of Patiala,
Gurdaspur
Distt. Gurdaspur
Pin Code—Punjab.</p> <p>333. State Bank of Patiala,
Pathankot (Chakki Bank)
Distt. Gurdaspur
Pin Code-145001
Punjab</p> <p>334. State Bank of Patiala,
Pathankot (Gandhi Chowk)
Distt. Gurdaspur
Pin Code-145001
Punjab</p> <p>335. State Bank of Patiala,
Pathankot (Shahpur Chowk)
Distt. Gurdaspur
Pin Code-145001
Punjab</p> <p>336. State Bank of Patiala
Dasuya (ADB)
G.T. Road,
Distt. Hoshiarpur
Pin Code-144204
Punjab</p> <p>337. State Bank of Patiala
Gharshankar
Near Civil Court
Distt. Hoshiarpur
Pin Code-144527
Punjab</p> <p>338. State Bank of Patiala,
Hoshiarpur
Kanak Mandi
Distt. Hoshiarpur
Pin Code-146001
Punjab</p> <p>339. State Bank of Patiala,
Jammu (Gandhi Nagar)
Distt. Jammu
Pin Code-180004
J & K</p> <p>340. State Bank of Patiala,
Udhampur
Main Bazar
Distt. Jammu
Pin Code-182701
J & K</p> <p>341. State Bank of Patiala,
Miller Ganj,
G.T. Road, Ludhiana
Pin-141003, Punjab</p> | <p>342. State Bank of Patiala,
Bahadur Ke Road
Ludhiana Pin-141007
Punjab</p> <p>343. State Bank of Patiala,
V & PO. Sawaddi,
Teh. Jagraon,
Ludhiana Pin-142025
Punjab</p> <p>344. State Bank of Patiala,
Salem Tabri, G.T. Road,
Ludhiana Pin-141006
Punjab</p> <p>345. State Bank of Patiala,
Ghumar Mandi,
Ludhiana Pin-141001
Punjab</p> <p>346. State Bank of Patiala,
Bhai Randhir Singh Nagar
Ludhiana Pin-141004
Punjab</p> <p>347. State Bank of Patiala
Industrial Area A
Ludhiana Pin-141003
Punjab</p> <p>348. State Bank of Patiala
Sunder Nagar,
Ludhiana Pin-141005
Punjab</p> <p>349. State Bank of Patiala
V & PO Sarabha
The. & Distt. Ludhiana
Pin-141 105
Punjab</p> <p>350. State Bank of Patiala,
Saban Bazar
Ludhiana Pin-141001
Punjab</p> <p>351. State Bank of Patiala,
Gill Road,
Ludhiana Pin-141002
Punjab</p> <p>352. State Bank of Patiala,
Jammal Pur, Chandigarh Road,
Ludhiana Pin-141101
Punjab</p> <p>353. State Bank of Patiala,
Daresi Road,
Ludhiana Pin-141002
Punjab</p> <p>354. State Bank of Patiala,
Bharat Nagar Chowk
Ludhiana Pin-141001, Punjab</p> |
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355. State Bank of Patiala,
SME Branch Partap Chowk
Ludhiana Pin 141001
Punjab
- State Bank of India**
356. State Bank of India,
Netaji Subhash Palace Branch
Pitam Pura
Delhi-110034
357. State Bank of India,
District Court Branch
Sector-14, Rohini
Delhi-110085
358. State Bank of India,
Hindu College Branch
Delhi University, North Campus
Delhi-110007
359. State Bank of India,
Mirinda House Branch
Delhi University, North Campus
Delhi-110007
360. State Bank of India,
Patel Chest Branch
Delhi University, North Campus
Delhi-110007
361. State Bank of India,
School of Open Learning Branch
Delhi University, North Campus
Delhi-110007
362. State Bank of India,
Shriram College of Commerce Branch
Mouris Nagar
Delhi-110007
363. State Bank of India,
Delhi Engineering College Branch
Bawana Road
New Delhi-110042
364. State Bank of India,
Solid State Physical Laboratory Branch
Lucknow Road, Timarpur
New Delhi-110054
365. State Bank of India,
Jawahar Lal Nehru University
New Campus Branch
Opp. Godawari Hostel
New Delhi-110067
366. State Bank of India,
National Institute of Health &
Family Welfare Branch
Baba Gangnath Marg, New Mehrouli Road
Munirka, New Delhi-110067
367. State Bank of India,
Patel Dham Branch
Manas Marg, Chanakya Puri
New Delhi-110021
368. State Bank of India,
Escorts Hospital Branch
Julena Gaon, Okhala Road
New Delhi-110065
369. State Bank of India,
Badarpur Thermal Power Station Branch
Mathura Road
New Delhi-110044
370. State Bank of India,
Delhi Public School Branch
Sector-12, R.K. Puram
New Delhi-110022
371. State Bank of India,
CRRRI Branch
Mathura Road, Okhala
New Delhi-110020
372. State Bank of India,
Gargi College Branch
Siri Fort Road,
New Delhi-110049
373. State Bank of India,
IOC Complex Branch
Sector 13, Faridabad
Haryana-121007
374. State Bank of India,
Sangam Vihar Branch
Ratiya Marg
New Delhi-110062
375. State Bank of India,
Rohini Branch
Sector 1/2, Rohini
Delhi-110085
376. State Bank of India,
Rohini Branch
Sector 24, Rohini
Delhi-110085
377. State Bank of India,
Ashok Vihar Branch
Phase-1, Ashok Vihar
Delhi-110052
378. State Bank of India,
Shastri Nagar Branch
Delhi-110052
379. State Bank of India,
Kohat Enclave Branch
Pitampura
Delhi-110088

Syndicate Bank

380. Syndicate Bank,
Delhi Public School Branch,
Meerut Road, Ghaziabad, Dist: Ghaziabad,
State: Uttar Pradesh Pin: 201 002
381. Syndicate Bank,
Noida Sec. 62 Branch,
NIOS Building, A-31, Sector 62,
Noida, Dist: Gautam Buddha Nagar,
State: Uttar Pradesh, Pin: 201 309
382. Syndicate Bank,
Amroha J. S. Hindu Degree
College Campus Branch,
Azad Road, Amroha, Dist: J. P. Nagar,
State: Uttar Pradesh, Pin: 244 221
383. Syndicate Bank,
Moradabad Majhola Branch,
G6-9, 14-19, 24-27 5, Parsvnath Plaza-1,
Delhi Road, Majhola Moradabad
Dist: Moradabad, State: Uttar Pradesh
Pin: 244 001
384. Syndicate Bank,
Duggalpur Lead District Office
B-117, 1st Floor, Sector 18, Noida,
Dist: Gautam Buddha Nagar,
State: Uttar Pradesh, Pin: 201 301
385. Syndicate Bank,
Ghaziabad Tronica City Branch,
UPS IDC Administrative Building
Tronica City Delhi Saharan Pur Road, Ghaziabad
Dist: Ghaziabad, State: Uttar Pradesh
Pin: 201 102
386. Syndicate Bank,
Greater Noida Branch,
Plot No. S-9, Gamma Shopping Mall,
Greater Noida, Main Road Greater Noida,
Dist: Gautam Buddha Nagar,
State: Uttar Pradesh, Pin: 201 308
387. Syndicate Bank,
Ghaziabad Vaishali Branch,
III-A-1, Near Income Tax Office Vaishali
Vasundhara PO, Dist: Ghaziabad
State: Uttar Pradesh, Pin: 201 010
388. Syndicate Bank,
Ghaziabad Trade Tax Bhavan Branch,
Trade Tax Bhavan Collectorate Compound
Ghaziabad, Dist: Ghaziabad,
State: Uttar Pradesh, Pin: 201 002
389. Syndicate Bank,
Noida Sector 24 LHLS Branch
Deep Bhavan A-13, Tulsi Marg,
Light House & Light Ship Noida
Dist: Gautam Buddha Nagar,
State: Uttar Pradesh, Pin: 201 301
390. Syndicate Bank,
Bhojpur Branch
Block: Bhojpur Dist: Ghaziabad,
State: Uttar Pradesh, Pin: 245 304
391. Syndicate Bank,
Shastri Nagar Branch,
SF-17, Shastri Nagar, Ghaziabad, Dist: Ghaziabad,
State: Uttar Pradesh Pin: 201 001
392. Syndicate Bank,
Shipra Sun City Branch,
Plot No. II, Vaibhav Khand Shipra Sun City,
Indirapuram Ghaziabad, Dist: Ghaziabad,
State: Uttar Pradesh, Pin: 201 010
393. Syndicate Bank,
Modinagar Dayawati Modi Public School Branch
Hapur Road, Opp: Modipon Ltd. Modinagar,
Dist: Ghaziabad, State: Uttar Pradesh
Pin: 201 204
394. Syndicate Bank,
Moradabad Kanth Road Branch,
Vikas Bhawan, Kanth Road, Moradabad,
Dist: Moradabad State: Uttar Pradesh Pin: 244 001
395. Syndicate Bank,
Kayastha Pathisala Prayag Branch,
1st Floor, 12/4 Kamala Nehru Marg, Civil Lines,
Allahabad, Dist: Allahabad, State: Uttar Pradesh
Pin: 211 001
396. Syndicate Bank,
Bareilly Nainital Road Branch,
M. B. Inter College, Izzat Nagar, Bareilly,
Dist: Bareilly, State: Uttar Pradesh, Pin: 243 001
397. Syndicate Bank,
Kanpur Ashok Nagar Branch,
St. Francis Xavier's Primary School, Ashok Nagar
Kanpur, Dist: Kanpur, State: Uttar Pradesh
Pin: 208 012
398. Syndicate Bank,
Lucknow Kaiserbagh Branch,
U.P. Board of Revenue, Kutchery Road,
Near High Court Lucknow, State: Uttar Pradesh
Pin: 226 018
399. Syndicate Bank,
Head Quarters Central Command
M.G. Marg, Lucknow Cantt. Dist: Lucknow,
State: Uttar Pradesh, Pin: 226 002
400. Syndicate Bank,
Lucknow Ashiana Branch,
C-3/142, Sector H, Rajshri Plaza,
Power House Chowraha, Ashiana Colony,
Lucknow Dist: Lucknow, State: Uttar Pradesh
Pin: 226 012

401. Syndicate Bank
Lucknow Indiranagar Sector-8 Branch,
Little Angels High School, Sector-8, Indiranagar
Lucknow, Dist: Lucknow, State: Uttar Pradesh
Pin: 226 016
402. Syndicate Bank
Lucknow Sarvodayanagar Branch,
Rani Laxmi Bai Memorial School,
Sarvodaya Nagar, Lucknow,
Dist: Lucknow, State: Uttar Pradesh, Pin: 226 016
403. Syndicate Bank
Lucknow Kalyanpur Branch,
Rasphil Academy, Adil Nagar, Kalyanpur,
Lucknow, Dist: Lucknow, State: Uttar Pradesh
Pin: 226 022
404. Syndicate Bank
Lucknow AMC Centre School Branch,
AMC Shopping Complex
P.O. Dilkush Nagar, Sardar Patel Marg,
Lucknow Cantt., Dist: Lucknow,
State: Uttar Pradesh, Pin: 226 002
405. Syndicate Bank
Lucknow Rae Bareli Road Branch,
11, Saraswathipuram, Near SGPGI,
Rae Bareli Road Lucknow, Dist: Lucknow,
State: Uttar Pradesh, Pin: 226 025
406. Syndicate Bank
Lucknow Central Accounts Office
Skylark Building, 4th Floor 43/28,
Nawal Kishore Road Lucknow, Dist: Lucknow,
State: Uttar Pradesh, Pin: 226 001
407. Syndicate Bank
Lucknow Chowk Branch,
439/14 A And B Hardoi Road, Chowk Lucknow,
Dist: Lucknow, State: Uttar Pradesh Pin: 226 003
408. Syndicate Bank
Allahabad S K P Branch,
Saraswat Khatri Pathshala Atarsurya,
Meerapur Allahabad, State: Uttar Pradesh
Pin: 211 003
409. Syndicate Bank
Barabanki Branch,
Pisar Plaza, National Highway-28,
Lucknow Faizabad Road Barabanki
State: Uttar Pradesh, Pin: 225 001
410. Syndicate Bank
Kanpur Lawyer's Association Branch,
Kutchery Compound, Kanpur
State: Uttar Pradesh, Pin: 208 001
411. Syndicate Bank
Kanpur Mall Road Branch,
S.N. Sen Balika Vidyalaya E-16/96, Mall Road
Kanpur, State: Uttar Pradesh, Pin: 208 001
412. Syndicate Bank
Varanasi S.K.P.G. College Branch,
C.K. 15/1 F.F., Bulanala Varanasi
Dist. : Varanasi, State: Uttar Pradesh
Pin: 221 001
413. Syndicate Bank
Farrukhabad Branch,
Opp. Petrol Pump, Lal Gate Farrukhabad,
Dist: Uttar Pradesh, Pin: 209 625
414. Syndicate Bank
Kannauj Branch,
Shakun Niwas, Bara Bazar Kannauj,
Dist: Kannauj, State: Uttar Pradesh, Pin: 209 725
415. Syndicate Bank
Ghazipur Branch,
No.58, Saklenabad Near Jail, Main Road Ghazipur,
Dist: Ghazipur State: Uttar Pradesh, Pin: 233 001
416. Syndicate Bank
Lucknow FXPC Branch,
43/29, Nawal Kishore Road.Skylark Building,
4th Floor Hazratganj, Lucknow
State: Uttar Pradesh, Pin: 226 001
417. Syndicate Bank
A-1-6A, Aliganj Scheme Branch, Kapoorthala
Lucknow, State: Uttar Pradesh, Pin: 226 024
418. Syndicate Bank
Kanpur Barra Branch,
MIG.19, Near Shastri Chauraha Barra 2, Kanpur
Dist: Kanpur, State: Uttar Pradesh, Pin: 208 027
419. Syndicate Bank
Rai Bareilly Branch,
Station Road, Dist: Rai Bareilly,
State: Uttar Pradesh Pin: 229 001
420. Syndicate Bank
Dehradun Station Subarea Canteen Branch,
92, Andaman Marg Cantonment Dehradun
Dist: Dehradun, State: Uttarakhand, Pin: 248 003
421. Syndicate Bank
Dehradun Scholars Home Branch,
152/3, Opp: Scholar's Home Rajpur Road,
Dehradun, Dist: Dehradun, State: Uttarakhand,
Pin: 248 009
422. Syndicate Bank
Dehradun Dharampur Branch,
251/2 Dharampur to Hardwar Road Dehradun
Dist: Dehradun, State: Uttarakhand, Pin: 248 001
423. Syndicate Bank
Bagpat Collectorate Branch,
Collectorate Compound Bagpat, Dist: Bagpat,
State: Uttar Pradesh, Pin: 250 609

424. Syndicate Bank
Chamoli Branch
Hotel Surya, Opp: Bus Stand Chamoli,
Dist: Chamoli, State: Uttarakhand, Pin: 246 424
425. Syndicate Bank
Srinagar (Uttarakhand) Branch
Uniyal Bhawan, Brahman Mohalla, Srinagar
Dist: Garhwal, State: Uttarakhand, Pin: 246 174
426. Syndicate Bank
Haridwar Jawalapur Branch
Prachin Avdhoot Mandal Ashram Gurukul Kangri
Haridwar, Dist: Haridwar, State: Uttarakhand
Pin: 249 404
427. Syndicate Bank
Haridwar Bharat Sadan Branch
Sapt Sarovar Road, Haridwar, Dist: Haridwar,
State: Uttarakhand, Pin: 249 410
428. Syndicate Bank
Roorkee Branch
Building 19, Civil Lines, Haridwar Road Roorkee
Dist: Haridwar, State: Uttarakhand, Pin: 247 667
429. Syndicate Bank
Haldwani Branch
Shakti Motors Complex Kaladhungi Road
Mukhani, Haldwani, Dist: Nainital,
State: Uttarakhand, Pin: 263 139
430. Syndicate Bank
Rudrapur Branch
Hotel Krishna, Kashipur Bypass Road Rudrapur
Dist: Udham Singh Nagar State: Uttarakhand,
Pin: 263 153
431. Syndicate Bank
Meerut Sanatan Dharm Inter College Kankerkhara
Branch
94, Sai Plaza, Sardhana Road, Kankerkhara,
Meerut, Dist: Meerut, State: Uttar Pradesh,
Pin: 250 001
432. Syndicate Bank
Meerut Central Accounts Office
Collectorate Compound Meerut,
Dist: Meerut, State: Uttar Pradesh, Pin: 250 003
433. Syndicate Bank
Meerut Baghpat Road Branch
Millenium Public School Baghpat Road, Meerut
Dist: Meerut, State: Uttar Pradesh, Pin: 250 002
434. Syndicate Bank
Meerut Shastri Nagar Branch
New Horizon Public School, Zaidi Nagar Society,
Shastri Nagar Meerut, Dist: Meerut,
State: Uttar Pradesh, Pin: 250 002

435. Syndicate Bank
Meerut Surajkund Branch
Opp: Baba Mahoharnath Temple, Surajkund
Meerut, Dist: Meerut, State: Uttar Pradesh,
Pin: 250 002
436. Syndicate Bank
Murdeshwar Branch
Shadab Building Main Road Murdeshwar,
Tq: Bhatkal, Dist: Uttar Kannada State: Karnataka
Pin: 581 350
437. Syndicate Bank
Banavasi Branch
Main Road Banavasi, Tq: Sirsi
Dist: Uttar Kannada, State: Karnataka Pin: 581 318
438. Syndicate Bank
Joida Branch
Basava Kripa Belgaum, Sadashivagad Road Joida
Dist: Uttar Kannada State: Karnataka Pin: 581 186
439. Syndicate Bank
Ram Nagar Branch
Syndicate Bank Building Ramnagar Joida Tq.
Dist: Uttar Kannada State: Karnataka, Pin: 581 453
Tel Off - Ramnagar
440. Syndicate Bank
Delhi DTC Dichaon Kalan Branch
DTC Depot Dichaon Kalan, P.O.: Najafgarh
New Delhi, State: New Delhi, Pin: 11 0043
441. Syndicate Bank
Delhi Najafgarh Branch
1643, Thana Road Najafgarh, New Delhi
State: New Delhi, Pin: 11 0043
442. Syndicate Bank
Delhi Chhawla Branch
Najafgarh Brijwasan Road Village & P.O. Chhawla
New Delhi, State: New Delhi, Pin: 110 071

Central Bank of India

443. Central Bank of India
Gangtok Branch
Paljore Stadium Road, Gangtok-737101
Dist.: East Sikkim

Andhra Bank

444. Andhra Bank
CESCO Power House Branch
BCDD Building, Unite - 8, Bhubaneswar (Orissa)
445. Andhra Bank
Joda Branch
Joda - 758034, Keonjhar District (Orissa).
446. Andhra Bank
Keonjhar Branch
Plot No.489, S.B.I. Road, Keonjhar-758001
(Orissa)

447. Andhra Bank
Khurda Branch
New Bus Stand Road, KHURDA- 752056 (Orissa)
448. Andhra Bank
Duburi Branch
DUBURI- 755026 Jajpur District (Orissa)
449. Andhra Bank
Vishrantwadi Branch
Shop No.1-3, Jai Ganesh Vishwa Complex,
Pune - 411015
450. Andhra Bank
Nerul Branch
Shelter Arcade, 1st. floor Opp. D- Mart, Sector-42
Seawoods, NERUL Navi Mumbai -400 706
451. Andhra Bank
Vapi Branch
Gunjan Cinema Complex Koparli Road
VAPI-391 695
452. Andhra Bank
Kolhapur Branch
Ground Floor 1874 "E" Rajarampuri,
8th. Lane Kolhapur - 411 015

Indian Bank

453. Indian Bank
Jasola Branch,
Asia Pacific Institute of Management
3 & 4, Institutional Area, Jasola
(Opposite to Saritha Vihar), New Delhi-110025
454. Indian Bank,
Punjabi Bagh Branch,
53 West Avenue Road,
Punjabi Bagh (East),
New Delhi - 110026
455. Indian Bank,
Microset Branch,
2/7, First Floor, Desh Bandu Gupta Road,
Pahadganj, New Delhi-110055
456. Indian Bank,
Shalimar Bagh Branch,
103-104, U and V Market, Shalimar Bagh,
Delhi-110088
457. Indian Bank,
Rajmohalla Branch,
177, Dakshin Rajmohalla,
Vaishnav Bai Mandir Prangan,
Indore - 452009 (M.P)
458. Indian Bank,
Sector 17, Gurgaon Branch,
621, Sector-17, Housing Board Colony,
Gurgaon -122001(Haryana)

State Bank of Indore**Madhya Pradesh**

459. Stressed Assets Resolution Centre
3rd Floor, Mangal City, Vijay Nagar,
Crossing A.B. Road, Indore-452010 (M.P.)
460. Retail Assets and Small Medium Enterprises
Credit Cell
Modi House, Gandhi Road, Gwalior-474002
461. Currency Administration Cell
Shahpura Branch
E-5/4, Grish Kunj, Parayavaran Parisar,
Area Colony, Bhopal-462016 (M.P.)
462. Currency Administration Cell
Tansen Road, Hazira, Gwalior-474002
463. Hatpipliya Branch
Neori Bagli Marg, Near Masih School,
Hatpipliya-455223 Dist. Dewas (M.P.)
464. Manglia Branch
A. B. Road, Village Manglia, Tehsil Sanwer,
Manglia-453771, Dist. Indore (M.P.)
465. Karhi Branch
Vardhman Colony, Village Karhi,
Tehsil Maheshwar, Karhi-451220
Dist. Khargone (M.P.)
466. Stressed Assets Resolution Centre
Zonal Office, 1, Area Hills, Bhopal-462004
467. Anuppur Branch
District-Anuppur-484224
468. Agriculture Central Processing Centre
Khandwa Road, Khargone-451001
469. Trade Finance Centralised Processing Centre
3rd Floor, Mangal City, Vijay Nagar Crossing
A. B. Road, Indore-452010 (M.P.)
470. Ashta Branch
Kalyan Bhawan, Near Jain Depowadi
Kannod Road, Ashta, Dist. Sehore-466116
471. City Centre Branch, Gwalior
Plot No. 234, Site No. 2, Patel Nagar,
City Centre, Gwalior-474011
472. Mangla Branch
Block-Bhilha, Mangla-495001
Dist. Bilaspur (C.G.)
473. Kanker Branch
Main Road Anapara
Kanker-494334 (C.G.)
474. Personal Banking Branch Raipur
P&SB, Railway Crossing, Ring Road Junction,
N.H.-06, Telibardha, Raipur-492006 (C.G.)

New Delhi

475. Dwarka Branch New Delhi
Manish Metro Plaza-2, Plot No. -02,
Sector-12, Dwarka-110075, New Delhi

Uttar Pradesh

476. Noida Branch
A-358, Sector 19, Near Max Hospital, Noida,
Uttar Pradesh-201301

United Bank of India

477. United Bank of India
Ahmedabad Branch
Post Box No. 170, United Bank of India Building
La Darwaja, Ahmedabad-380001

Punjab and Sind Bank

478. Punjab & Sind Bank
198 G. T. Road, Asansol-713301.
479. Punjab & Sind Bank
275-A, Kharida Main Road, Distt. Midnapur,
Kharagpur-721301.
480. Punjab & Sind Bank
Shahganj, G.T. Road, Bendel,
Distt. Hoogly-712104.
481. Punjab & Sind Bank
Shahganj, Distt. Hoogly-712104.
482. Punjab & Sind Bank
Gurdwara Bldg. Sevoke Road,
Siliguri, Distt. Darjiling-734401.
483. Punjab & Sind Bank
Karima Mansion, Sakchi,
Jamshedpur-831001.
484. Punjab & Sind Bank
Sudarshan Vihar, New by Pass Road,
Jaganpura, Patna-800020.
485. Punjab & Sind Bank
Gurunank Bal Mandir, Sri Krishna Colony,
Ratu Road, Ranchi-834005.
486. Punjab & Sind Bank
150, Ashok Nagar, Rajmahal Chowk,
Bhubaneshwar-753002.
487. Punjab & Sind Bank
Bajra Ka Bati Road, Cuttack-753002.
488. Punjab & Sind Bank
BPC, Jaydev Vihar,
Bhubaneshwar-751015.
489. Punjab & Sind Bank
DAV Public School, Markat Nagar,
Cuttack-753014.

490. Punjab & Sind Bank
Doon Public School, Kusum Vihar,
Dhanbad-826005.
491. Punjab & Sind Bank
Bhawanigarh, Teh. & Distt. Sangrur-148026
492. Punjab & Sind Bank
Gobindgarh Mandi, Amlah Road, Gobindgarh,
Distt. Fatehgarh, Sahib-147301.
493. Punjab & Sind Bank
Jhill, Sirhind Road Jhill, Patiala-147001.
494. Punjab & Sind Bank
Kukar Majra, Ispat Square, G. T. Road,
Gobindgarh, Distt. Fatehgarh Sahib-147301.
495. Punjab & Sind Bank
Nabha, Patiala Gate, Nabha,
Distt. Patiala-147201
496. Punjab & Sind Bank
Main Bazar, Gurbax Colony,
Patiala-147001.
497. Punjab & Sind Bank
Kheri Gujran Road, Officers Colony,
Patiala-147001.
498. Punjab & Sind Bank
Near Main Bus Stand, The Mall,
Patiala-147001.
499. Punjab & Sind Bank
Patiala Gate, Sangrur-148001.
500. Punjab & Sind Bank
New Grain Market, Nabha-147201,
Distt. Patiala.
501. Punjab & Sind Bank
GurMandi, Patiala-147001.
502. Punjab & Sind Bank
Guru Nanak Nagar, Tripari,
Patiala-147001
503. Punjab & Sind Bank
Model Town, Patiala-147001.
504. Punjab & Sind Bank
Namdar Khan Road,
Patiala-147001.
505. Punjab & Sind Bank
Rajbaha Road, Near Harbans Cinema,
Patiala-147001.
506. Punjab & Sind Bank
Industrial Area, Rasulpur Saidan,
Patiala-147001.
507. Punjab & Sind Bank
Dakala Road, Sular Teh.,
Distt. Patiala-147001.

508. Punjab & Sind Bank
Bhai ka Khera, Distt. Mukatsar-152115.
509. Punjab & Sind Bank
Shiv Ashram, Tej Bagh Colony, Patiala-147001.
510. Punjab & Sind Bank
Govt. Polytechnic for Women,
Sewa Singh Thikriwala Nagar, Patiala-147001.
511. Punjab & Sind Bank
Dashmesh Khalsa Public School,
Professor Colony, Opp. Punjabi University,
Patiala-147002.
512. Punjab & Sind Bank
I.T.I. Area, Distt. Bhatinda-151005.
513. Punjab & Sind Bank
Bhai Rupa, Distt. Bhatinda-151106.
514. Punjab & Sind Bank
Bhagta, Distt. Bhatinda-151206.
515. Punjab & Sind Bank
Bachhauna, Distt. Mansa-151502.
516. Punjab & Sind Bank
Partap Nagar, Patiala-147001.
517. Punjab & Sind Bank
Badal, Distt. Mukatsar.
518. Punjab & Sind Bank
Bariwala, Bhatinda-152025.
519. Punjab & Sind Bank
Chak Sherewala, Distt. Mukatsar.
520. Punjab & Sind Bank
Goniana Mandi, Distt. Bhatinda-151201.
521. Punjab & Sind Bank
Gidderbaha, Distt. Mukatsar-152102.
522. Punjab & Sind Bank
Jhandakalan, Distt. Mansa-151507.
523. Punjab & Sind Bank
Kotli Ablu, Distt. Mukatsar-151202.
524. Punjab & Sind Bank
Mal Godam Road, Mukatsar-152026.
525. Punjab & Sind Bank
Midda, Distt. Mukatsar.
526. Punjab & Sind Bank
Malout, Distt. Mukatsar.
527. Punjab & Sind Bank
Panniwal Fatta, Distt. Mukatsar.
528. Punjab & Sind Bank
Raman Mandi, Distt. Bhatinda-151301.
529. Punjab & Sind Bank
Rampura Phul, Distt. Bhatinda-151103.

530. Punjab & Sind Bank
Rai ke Kalan, Distt. Bhatinda.
531. Punjab & Sind Bank
Roranwali, Distt. Mukatsar-152173.
532. Punjab & Sind Bank
Sangha, Distt. Mansa-151507.
533. Punjab & Sind Bank
Talwandi Sabo,
Distt. Bhatinda-5151302.
534. Punjab & Sind Bank
Thandewala, Distt. Mukatsar-152026.
535. Punjab & Sind Bank
Gurudwara Singh Sabha, Civil Lines,
Bhatinda.
536. Punjab & Sind Bank
Adesh Hospital and Research Centre,
Mukatsar.
537. Punjab & Sind Bank
Dashmesh Khalsa College,
Mukatsar-152026.

Indian Overseas Bank

538. Indian Overseas Bank
Regional Office, Meerut
LIC Building, Mangal Pande,
Opp. Chaudhary Charan Singh University,
Meerut, Pin-250005, Meerut DT, Uttar Pradesh.
539. Indian Overseas Bank
Regional Office, Patna
II and III floor, Nasima House,
West of Gandhi Maidan, Patna, Pin-800001,
Patna Dt., Bihar.
540. Indian Overseas Bank
Regional Office, Lucknow
10 Nav Chetna Kendra, III floor,
Ashok Marg, Lucknow, Pin-226001,
Lucknow Dt. Uttar Pradesh.
541. Indian Overseas Bank
Regional Office, Puducherry
42/1, Brahmin Street, Mudaliarpur, Puduch
Pin-605004 Puducherry.
542. Indian Overseas Bank
D-210 -211 Mansarovar Garden,
New Delhi-110015.
543. Indian Overseas Bank
A5B, DDA Market, Paschim Vihar,
New Delhi-110063.
544. Indian Overseas Bank
Lok Kala Manch, 20, Institutional Area,
Lodhi Road, New Delhi-110063.

545. Indian Overseas Bank
101-102, Rohit House, 3, Tolstoy Marg,
New Delhi-110001.
546. Indian Overseas Bank
B-226, Okhla Industrial Area, Phase-I,
New Delhi-110020.
547. Indian Overseas Bank
G-5, Model Town-III, New Delhi-110008.
548. Indian Overseas Bank
B-161, 1st Floor, Lok Vihar, Pritampura,
New Delhi-110034.
549. Indian Overseas Bank
A-172, Ground Floor, Preet Vihar,
(Patpar Ganj), New Delhi-110092.
550. Indian Overseas Bank
Sector 14, Rohini, Prashant Vihar,
New Delhi-110085.
551. Indian Overseas Bank
1st Floor, Block-B, Pocket-F,
Shalimar Bagh, New Delhi-110088.
552. Indian Overseas Bank
St. Stephen's Hospital, Tis Hazari,
New Delhi-110054.
553. Indian Overseas Bank
G-33, Gupta Tower II, Community Centre,
Vikaspuri, New Delhi-110018.
554. Indian Overseas Bank
F-75, Poorvi Marg, Vasant Vihar,
New Delhi-110057.
555. Indian Overseas Bank
Dwarka, Venkateshwar Int'l School
Sector 10, Dwarka, New Delhi-110004.
556. Indian Overseas Bank
Evergreen Public School,
Vasundara Enclave, Ashok Road,
New Delhi-110096.
557. Indian Overseas Bank
Krishak Bharti Co-operative
Krihco Bhavan, Plot A-8 to A-10, Sec. 1,
Noida-201301.
558. Indian Overseas Bank
10 Hargobind Enclave, Karkardooma,
New Delhi-110092.
559. Indian Overseas Bank
Bhamashah Marg,
New Nanak Piao Gurudwara, New Delhi-110009.
560. Indian Overseas Bank
University Delhi, 4 Patel Nagar,
Maurice Nagar, New Delhi-110007.
561. Indian Overseas Bank
Shop No. 10, Sector XII, R.K. Puram,
New Delhi-110066.
562. Indian Overseas Bank
Base Hospital Campus, Delhi Cantonment,
New Delhi-110010.
563. Indian Overseas Bank
C Block, Janakpuri, New Maharaja Surajmal Inst.
Pharmacy & Tech, C-4, Janakpuri,
New Delhi-110058.
564. Indian Overseas Bank
SPM College, New Delhi Road No. 57,
West Punjabi Bagh, New Delhi-110026.
565. Indian Overseas Bank
A-2, New Friends Colony, New Delhi-110065.
566. Indian Overseas Bank
CGO Complex, Near Paryavaran Bhawan
Lodhi Road, New Delhi-110003.
567. Indian Overseas Bank
Yojana Bhavan, Sansad Marg, New Delhi-110001.
568. Indian Overseas Bank
Rajiv Chowk, D-Block, D-28/29, Connaught Place,
New Delhi-110001.
569. Indian Overseas Bank
16/8 Arya Samaj Road, Karol Bagh,
New Delhi-110005.
570. Indian Overseas Bank
Kailash Colony, HS-31, Kailash Colony Market,
New Delhi-110048.
571. Indian Overseas Bank
J-3/200 Nehru Market, Rajouri Garden,
New Delhi-110027.
572. Indian Overseas Bank
F-23 Opp. Desh Bandhu College Kalkaji,
New Delhi - 110019.
573. Indian Overseas Bank
2/12 Ansari Road, Daryaganj,
New Delhi-110002.
574. Indian Overseas Bank
Maharaja Aggrasain, Shopping Complex
LSC-7, I Floor, Sector-9, Rohini,
New Delhi-110085.
575. Indian Overseas Bank
TCIL Bhavan, Opp. Savita Cinema,
Greater Kailash-I, New Delhi-110048.
576. Indian Overseas Bank
Delhi Society For the Welfare Yasho Bhawan
Okhla Marg, Opp. Holy Family Hosp.
Okhla Centre, New Delhi-110025.

577. Indian Overseas Bank,
G-8, Gurunanak Public School Area Hari Nagar,
Rajouri Garden New Delhi-110064.
578. Indian Overseas Bank,
V.S.P.K. International School Campus Sector 13,
Rohini, New Delhi-110085.
579. Indian Overseas Bank,
Sector-8, Rohini, New Delhi-110085.
580. Indian Overseas Bank,
Sanchar Bhavan New Delhi-110001.
581. Indian Overseas Bank,
Regional Office Pb No: 60432, III Floor
Rachna Bldg., Rajendra Place, Pusa Road,
Patel Nagar Post, New Delhi-110008.
582. Indian Overseas Bank,
Jammu Branch,
37-A, B/8, Gandhi Nagar Extension,
Old Railway Road, Jammu.
583. Indian Overseas Bank,
Karnal Branch,
Karna Gate Karnal-132001.
584. Indian Overseas Bank,
Kurukshetra Branch,
Sri Amlak Ram Building,
Near Ambedkar Chowk,
Kurukshetra (Haryana).
585. Indian Overseas Bank,
Panipat Branch,
SCF-36, Sector 11-12, Part-I, Huda,
Panipat-132103.
586. Indian Overseas Bank,
Rewadi Branch,
Overseas kamla Place, Circular Road,
Rewadi-123401.
587. Indian Overseas Bank,
Hissar Branch,
218, Green Square Market,
Hissar-125001.
588. Indian Overseas Bank,
Sirsa Branch,
2/47, Sadar Bazar, Sirsa-125055.
589. Indian Overseas Bank,
DLF Qutub Enclave Branch,
DM-15, Dakshin Marg, DLF Qutub
Enclave, Phase-II, Gurgaon-122002.
590. Indian Overseas Bank,
Bahadurgarh,
FG 1, Shyamji Complex, Delhi Road,
Bahadurgarh-124507.
591. Indian Overseas Bank,
Nat'l Hydro Elec. Power Corpn. Branch,
NHPC Complex, Sector 33,
Faridabad-121003.
592. Indian Overseas Bank,
YMCA Inst. of Engg. Branch,
YMCA Sector 6, Faridabad-121006.
593. Indian Overseas Bank,
Palwal Branch,
Railway Station Road, Palwal,
Faridabad-121103.
594. Indian Overseas Bank,
Faridabad Branch,
SCO-63, Hudda Market, Sector-46,
Faridabad-121001.
595. Indian Overseas Bank,
Faridabad Branch,
SCO-114-115, Hudda Market, Sector-28
Faridabad-121001.
596. Indian Overseas Bank,
Chandigarh Branch,
SCO-369, Sector-32, Chandigarh-160047.
597. Indian Overseas Bank,
Chandigarh Branch,
SCO-3025-26, Sector-22D, Chandigarh-160022.
598. Indian Overseas Bank,
Sector 28, Chandigarh Branch,
Punjab Agro, Sector 28, Madhya Marg,
Chandigarh-160022.
599. Indian Overseas Bank,
Chandigarh Branch,
Sector 46, Chandigarh.
600. Indian Overseas Bank,
Ambala City Branch,
Plot No. 3-4, Near Police Lines,
Civil Lines, Ambala City-134003.
601. Indian Overseas Bank,
PTL Campus Branch,
Punjab Tractors Ltd, Industrial Area,
Phase 4, Sas Nagar, Mohali-160051.
602. Indian Overseas Bank,
Mohali Branch,
Phase XI, Sas Nagar, Mohali-160051.
603. Indian Overseas Bank,
Panchkula Branch,
SCO -50, Sector-9, Panchkula-134109.
604. Indian Overseas Bank,
Sector 8, Panchkula Branch,
SCO-, Sector-8, Panchkula-134109.

605. Indian Overseas Bank,
Swastik Vihar Branch,
SCO-25-26, Swastik Vihar, Sector-5,
Panchkula-134109.
606. Indian Overseas Bank,
Laldu Mandi Branch,
Shop No. 4, Laldu Mandi, Tehasil
Dera Bassi, Laldu Mandi-140501.
607. Indian Overseas Bank,
Derabassi Branch,
Chandigarh-Ambala NAT. Highway,
Near Sri Sukhmani Inst. of Eng. &
Tech. Derabassi-140507.
608. Indian Overseas Bank,
Zirakpur Branch,
Balaji mansion, Chandigarh Road,
Zirakpur (Punjab).
609. Indian Overseas Bank,
Gurgaon Branch,
Sector 44, Gurgaon.
610. Indian Overseas Bank,
Shopping Complex Branch,
Shop No. 8-9A, Shopping Mall,
DLF Qutub Enclave, Phase I,
Gurgaon-122002.
611. Indian Overseas Bank,
GMN College, Ambala Cantonment
Branch, GMN College, Ambala Chawni.
612. Indian Overseas Bank,
Tripart Branch,
Govt. Senior Secondary School,
Tripart, Patiala-147001.
613. Indian Overseas Bank,
Rohtak Branch,
GOWD College, Gokaran Road,
Rohtak-124001.
614. Indian Overseas Bank,
Manesar Branch,
Raheja Square, IMT Manesar,
Gurgaon-122002.
615. Indian Overseas Bank,
Naya Nangal Branch,
Shivalik Model School, Naya
Nangal (Punjab).
616. Indian Overseas Bank,
Regional Office,
SCO-1, Madhya Marg,
Sector 7C, Chandigarh,
Pin: 160019
Chandigarh.

Jaipur Region

617. Indian Overseas Bank,
Alwar Gate,
St. Pauls Higher Secondary
School Campus, Ajmer.
618. Indian Overseas Bank,
Bikaner,
8, Poker Quarters,
Chaupera Katla, Rani Bajar, Bikaner.
619. Indian Overseas Bank,
BMC Jodhpur,
Show Room No. 3,
Ranvir Bhawan,
9 Chaupasini Road, Jodhpur.
620. Indian Overseas Bank,
Mansarovar,
IIRM Campus,
Thadi Market, Mansarovar, Jaipur.
621. Indian Overseas Bank,
Sikar Road,
Sh. Bhawani Niketan Shiksha Samiti,
Sikar Road, Jaipur.
622. Indian Overseas Bank,
NCL Jabalpur,
968 Diocese Church Compound,
North Civil Lines,
Jabalpur.
623. Indian Overseas Bank,
Palasia,
Banshi Plaza,
581/0, M.G. Road,
Indore.
624. Indian Overseas Bank,
Raisen Road,
Kartar Arcade,
Main Raisen Road,
Bhopal.
625. Indian Overseas Bank,
Vijaya Nagar,
Sri Satya Sai Vidya Vihar Scheme,
54 A.B. Road, Indore.
626. Indian Overseas Bank,
Bhilai,
8/19, Nehru nagar (West),
Bhilai.
627. Indian Overseas Bank,
Bilaspur,
Gaj Mohini, Shiv Talkies,
Bus Stand Road,
Bilaspur.

628. Indian Overseas Bank,
Regional Office,
D-23/A, Prithviraj Marg,
Chandra Nivas-"C" Scheme, Jaipur-302005.
629. Indian Overseas Bank,
Ashiana, Lucknow,
K-716, Ahsiana Colony,
Lucknow.
630. Indian Overseas Bank,
Aliganj, Lucknow, HIG-67,
Sector-E, Aliganj, Lucknow-226020.
631. Indian Overseas Bank,
Azamgarh, Deen Dayal Chowk,
Civil Lines, Azamgarh.
632. Indian Overseas Bank,
Barabanki, Rashid Enclave,
Station Road, Barabanki-225001.
633. Indian Overseas Bank,
Barahalganj, Main Market Road,
Barahalganj.
634. Indian Overseas Bank,
Bank Road, 72, Bank Road,
Gorakhpur-273001.
635. Indian Overseas Bank,
BSIP, Lucknow, 53, University Road,
Lucknow-226007.
636. Indian Overseas Bank,
Farukhabad, ITI Crossing,
Thandi Sadak, Farukhabad.
637. Indian Overseas Bank,
Gomtinagar, Lucknow,
1/64, Vivek Khand, Gomtinagar,
Lucknow-226010.
638. Indian Overseas Bank,
Gomtinagar, Phase-II, Lucknow,
Kathouta Crossing,
Vinamra Khand, Gomtinagar,
Lucknow-226001.
639. Indian Overseas Bank,
Kursi Road, Lucknow, Sector-G, Jankipuram,
Lucknow-226021.
640. Indian Overseas Bank,
M.G. Road, Lucknow,
94, M.G. Road, Hazratganj,
Lucknow-226001.
641. Indian Overseas Bank,
Sitapur Road, Lucknow,
302/1, Ahibaranpur, Triveni Nagar, Sitapur Road,
Lucknow-226020.
642. Indian Overseas Bank,
Munshi Pulia, Lucknow, D-2047, Indiranagar,
Lucknow-226016.
643. Indian Overseas Bank,
St. Joseph Girls College, Lucknow,
CP-133/7, Near Guru Dwara, C-Block Crossing,
Rajajipuram, Lucknow-226017.
644. Indian Overseas Bank,
UP Bhoomi Sudhar,
BHOMMITRA, TC 19V, Vibhuti Khand,
Gomtinagar, Lucknow-226010.
645. Indian Overseas Bank,
Nari Shiksha Niketan,
Chakbast Road, Kaiserbagh,
Lucknow-226001.
646. Indian Overseas Bank,
CCO Lucknow, Jahangira Bad Mansion,
6, Ashok Marg, Lucknow-226001.
647. Indian Overseas Bank,
BARRA, Kanpur,
621/37, W-II, Matra Chhaya Bhawan,
(Near Sachan Guest House) BARRA,
Kanpur-208027.
648. Indian Overseas Bank,
OEF, Kanpur, Phoolbagh,
Kanpur-208001.
649. Indian Overseas Bank,
Mirzapur, Brahmachari Ka Kuwan,
VIP Road, Mirzapur.
650. Indian Overseas Bank,
Faizabad, Alka Towers, Neyawan Road,
Rakabganj, Faizabad-224001.
651. Indian Overseas Bank,
Fatehabad Road, Agra, 18-A/8.D/1,
Lakshmi Commercial Complex,
(Opp. HAWARD PARK PLAZA)
Fatehabad Road, Agra-282002.
652. Indian Overseas Bank,
Rae Bareilly, Madhuban Shopping Complex,
MALIK MAUROAD.
Rae-Bareilly-229001.
653. Indian Overseas Bank,
Currency Chest, Agra, 18-A/8D/1,
Lakshmi Commercial Complex,
(Opp. HAWARD PARK PLAZA),
Fatehabad Road, Agra-282002.
654. D.N. College Meerut,
D.N. College Branch, D.N. Premises,
Railway Road, Meerut, Pin-250002.

655. Greater Noida,
C.S.I.-1 & 2, 1st Sec. Alpha-1,
Greater Noida, Distt. Gautam Budh Nagar,
Pin-201308.
656. Haldwani,
Hotel-Kanta, Kanta Complex Haldwani,
Distt. Nainital, Pin-263139, Uttranchal.
657. Haridwar Road,
160, Nehru Colony, Haridwar Road, Dehradun,
Pin-248011, Uttranchal.
658. Hatras,
Agra Road, In front of Glaxcy Hotel, Hatras,
Pin-204101, UP.
659. Haridwar,
Sh. Dhudha Dhari Barphani
Ashram, Bopatwala, Haridwar, UP.
660. Khurja,
Old Tehsil, Marg Khurja, Distt. Bulandshahr,
Pin-203131.
661. Lajpat Nagar,
Maharaja Harishchander Degree College,
Parishar Lajpat Nagar, Muradabad, UP.
662. Noida Sec. 26,
C-24, Sec. 26, Noida-201301.
663. Mai,
Vill. & Post Mai via Khadoli,
Distt. Hatras, Pin-281302, UP.
664. Indrapuram,
Amarpali Green, 1/3, Vabhav Khand,
Indrapuram, Ghaziabad, UP.
665. Institutional Area,
C-Dac, Anushandan Bhawan
C-55/1, Sec.-62, Near JSS College Noida,
Distt. Gautam Budh Nagar, Pin-201307.
666. Police Line, Meerut,
Towards Circuit House, Police Line,
Meerut, Pin-250001, UP.
667. Rudrapur,
30, Guru Angaddev Shopping,
Complex, Nainital Road, Rudrapur,
(Udham Singh Nagar), Uttranchal.
668. Rishikesh,
Omkananand Bhawan, Muni ki Reti,
Rishikesh Distt. Tehri Garhwal, Uttranchal.
669. Shastri Nagar,
B-7, Shastri Nagar,
Meerut-250004, UP.
670. Sadarpur,
Vill. & Post Sadarpur Noida,
Sec.-45, Gautam Budha Nagar, Pin-201303, UP.
671. S.T.P.I. Noida,
Ganga Shopping Complex,
Block-1, Unit No. 58-59, Sec.-29, Noida,
Distt. Gautam Budh Nagar,
Pin-201303, UP.
672. Shalimar,
Saint Marry Christian School,
Shalimar Garden, Sahibabad,
Distt. Ghaziabad, UP.
673. Vaishali,
Plot No. 17, Express Apartment,
Sec.-4, Vaishali, Distt. Ghaziabad, UP.
674. Bariatu Road - Indian Overseas Bank,
Amarpali Building, Bariatu Road,
Ranchi- 834009 Jharkhand.
675. Baridih-Indian Overseas Bank,
Mercy Hospital, Jamshedpur - 813017
Jharkhand
676. Bokaro Steel City - Indian Overseas Bank,
Bypass Road, Chas, Bokaro - 827013, Jharkhand
677. Club Road - Indian Overseas Bank,
Gossner College, Club Road, Ranchi - 834001,
Jharkhand
678. Dakra - Indian Overseas Bank,
Dakra Cooliery, -829210, Jharkhand
679. Deoghar - Indian Overseas Bank,
Kachari Road, Deoghar - 814112, Jharkhand
680. Dhanbad - Indian Overseas Bank,
Katras Road, Dhanbad - 826001, Jharkhand
681. Giridih - Indian Overseas Bank,
Makatpur Chowk, Shanti Bhavan Marg,
Giridih 815301, Jharkhand
682. Gumla - Indian Overseas Bank,
Sharda Market Complex, Palkot Road,
Gumla - 835207, Jharkhand
683. Hazaribagh - Indian Overseas Bank,
Ramesh Complex, Bodam Bazar,
Hazaribagh - 825301, Jharkhand
684. Jamshedpur - Indian Overseas Bank,
Laxmi Mention, Main Road, Bistupur,
Jamshedpur - 831001, Jharkhand
685. Kanke Road - Indian Overseas Bank,
Jawahar Nagar, Kanke Road,
Ranchi - 834009, Jharkhand
686. Khunti - Indian Overseas Bank,
Pipra Toli, Khunti- 835210,
Jharkhand
687. Mango - Indian Overseas Bank,
Indu Mention, Main Road, Mango,
Jamshedpur - 831013, Jharkhand

688. Marar - Indian Overseas Bank,
Ranchi Road, Marar - 829117, Dist Hazaribagh,
Jharkhand
689. Neori - Indian Overseas Bank,
Vikash Vidyalaya, Neori - 835217, Dist.-Ranchi,
Jharkhand
690. Purulia Road - Indian Overseas Bank,
Purulia Rd. Ranchi - 834001, Jharkhand
691. Ranchi - Indian Overseas Bank,
Atma Ram Bhawan, Radhe Shyam Lane,
Main Road, Ranchi - 834001
692. Sector IX Bokaro - Indian Overseas Bank,
Sector IX, Bokaro - 827009, Jharkhand
693. Bhagalpur - Indian Overseas Bank,
Katra Sampat Lal, Marwari Tola Lane,
Bhagalpur - 812002, Bihar
694. Tilkamanjhi - Indian Overseas Bank,
BEP, Sumrit Mandal Complex,
Bhagalpur - 812001, Bihar
695. Darbhanga - Indian Overseas Bank,
Katahal Bari, Darbhanga - 846004, Bihar
696. Exhibition Road - Indian Overseas Bank,
Arunchal Bhawan, Patna - 800001, Bihar
697. Gaya - Indian Overseas Bank,
Mishra Market, Sawrajpur Road,
Gaya - 823001, Bihar
698. Katihar - Indian Overseas Bank,
Sanjay Bhawan, Hardyal Road,
Katihar - 854105, Bihar
699. Kankarbagh - Indian Overseas Bank,
Doctor's Colony, Kankarbagh,
Patna - 800020, Bihar
700. Munger - Indian Overseas Bank,
Kauda Maidan, College Road,
Munger - 811201, Bihar
701. Muzaffarpur - Indian Overseas Bank,
Aghoria Bazar Chowk, Muzaffarpur - 842002,
Bihar
702. Patna - Indian Overseas Bank,
Maurya Centre, Fraser Road,
Patna - 800001, Bihar
703. Raxaul - Indian Overseas Bank,
Laxmi Market, Raxaul-845305, Bihar
704. Samastipur - Indian Overseas Bank,
Savita TVS, Moharipur Road,
Samastipur - 848101, Bihar
705. Shastrinagar - Indian Overseas Bank,
Beltron Bhawan, Bailey Road, Patna - 800023,
Bihar
706. Indian Overseas Bank,
Bhubaneswar Regional Office,
B/2, West Sahid Nagar, Khurda Dist.
Bhubaneswar, Pin: 751007
707. Indian Overseas Bank,
Central Office,
P. B. No.: 3765, 763, Anna Salai, Chennai 600 002
- Allahabad Bank**
708. Allahabad Bank,
Head Office, 2, Netaji Subhas Road,
Kolkata-700001
- United India Insurance Company Limited**
709. United India Insurance Company Limited,
Branch Office-Andheri,
Mumbai Regional Office-2, 3, Shripal Complex,
Suren Road, Near Darpan Cinema,
Mumbai-400093
710. United India Insurance Company Limited,
Branch Office-10 Mumbai Regional Office-I,
Stadium House, V.N. Road, Churchgate,
Mumbai-400020
711. United India Insurance Company Limited,
Divisional Office-18, Mumbai Regional Office-I,
Cumbata Building, 3rd Floor,
Maharashi Karve Road, Mumbai
712. United India Insurance Company Limited,
Divisional Office-20, Mumbai Regional Office-I,
Mumbai
713. United India Insurance Company Limited,
Rohit Chamber, Mumbai Regional Office-I,
3rd Floor, Janmabhoomi Marg, Fort,
Mumbai-400001
714. United India Insurance Company Limited,
Divisional Office-19, Mumbai Regional Office-I,
Jahangir Building, M.G. Road. Mumbai-400001
715. United India Insurance Company Limited,
Divisional Office-17, Mumbai Regional Office-I
226, Canada Building, 1st Floor, Dr. D.N. Road,
Fort, Mumbai-400001
716. United India Insurance Company Limited,
Divisional Office-I Jaipur, Shri Digambar Jain
Dharmshala Building, 1st Floor, M.I. Road, Jaipur
717. United India Insurance Company Limited,
Divisional Office, Sikar
718. United India Insurance Company Limited,
Branch Office, Church Road, Alwar (Raj.)-301001
719. United India Insurance Company Limited,
Branch Office-Bhakrota, 3, Neer Sagar Colony,
Ajmer Road, Jaipur-303011

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 22 जनवरी, 2009

का.आ. 261.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 25 की उपधारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री देवदास अंकुश अरोसकर, अधिवक्ता, मुम्बई को बृहत्तर मुम्बई में महानगर मजिस्ट्रेट के न्यायालयों और विशेष न्यायालयों में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय या अपनी पदीय हैसियत में कार्य करने वाले केन्द्रीय सरकार के विभाग के किसी अधिकारी द्वारा या उसके विरुद्ध सभी आपराधिक मामलों का संचालन करने के प्रयोजन के लिए तत्काल प्रभाव से एक वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो इस शर्त के अधीन रहते हुए सहायक लोक अभियोजक नियुक्त करती है कि श्री देवदास अंकुश अरोसकर, अधिवक्ता, केन्द्रीय सरकार या केन्द्रीय सरकार के किसी अधिकारी या केन्द्रीय सरकार के किसी विभाग के विरुद्ध किसी आपराधिक मामलों में बृहत्तर मुम्बई में किसी महानगर मजिस्ट्रेट के न्यायालय और विशेष न्यायालय में उपसजात नहीं होंगे।

[फा. सं. 23(3)/2009-न्यायिक]

एम. ए. खान यूसुफी, संयुक्त सचिव और विधि सलाहकार

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 22nd January, 2009

S.O. 261.—In exercise of the powers conferred by sub-section (1A) of Section 25 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Devdas Ankush Aroskar, Advocate, Mumbai as Assistant Public Prosecutor for the purpose of conducting all criminal cases by or against the Union of India or any Department or Office of the Central Government or any officer of the Central Government Department acting in his official capacity in the Metropolitan Magistrate Courts and Special Courts in Greater Mumbai with immediate effect for a period of one year or until further orders, whichever is earlier, subject to the condition that Shri Devdas Ankush Aroskar, Advocate shall not appear in any criminal case in any Metropolitan Magistrate Court and Special Court in Greater Mumbai against the Central Government or any officer of the Central Government or against any Department of the Central Government.

[F. No. 23(3)/2009-Judl.]

M. A. KHAN YUSUFI, Jt. Secy. and Legal Adviser

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 27 जनवरी, 2009

का.अ. 262.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ग) के अनुसरण में केन्द्र सरकार ने हरियाणा के पंजीकृत चिकित्सा स्नातक चुनाव क्षेत्र से चुनाव करवाया है जहां से डा. राम चन्द्र सिंह, सिवाच संजीवनी अस्पताल, 123, मेन गोहाना रोड, रोहतक, हरियाणा-124001 को इस अधिसूचना के जारी होने की तिथि से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का.आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में 'धारा 3 की उप-धारा (1) के खंड (ग) के अंतर्गत निर्वाचित', शीर्षक के नीचे क्रम संख्या 21 के पश्चात् निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

"22. डा. राम चन्द्र सिंह,
सिवाच संजीवनी अस्पताल,
123, मेन गोहाना रोड,
रोहतक, हरियाणा-124001"

[सं. वी-11013/3/2007-एम.ई.(नीति-I) (पार्ट)]

के. वी. एस. राव, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 27th January, 2009

S.O. 262.—Whereas the Central Government in pursuance of clause (c) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Haryana wherefrom Dr. Ram Chander Singh, Siwach Sanjiwani Hospital, 123, Main Gohana Road, Rohtak, Haryana- 124 001 has been elected to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S. O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Elected under clause (c) of sub-section (1) of Section 3', after serial No. 21, the following entries shall be added, namely:—

- "22. Dr. Ram Chander Singh,
Siwach Sanjiwani Hospital,
123, Main Gohana Road,
Rohtak, Haryana-124001"

[No. V-11013/3/2007-ME(Policy-I)(Pt)]

K. V. S. RAO, Dy. Secy.

नागर विमानन मंत्रालय

(ए ए आई अनुभाग)

नई दिल्ली, 23 जनवरी, 2009

का.आ. 263.—केन्द्र सरकार से उनके कार्य मुक्त होने के परिणामस्वरूप तथा भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 की सं. 55) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा श्री के. के. झा को दिनांक 16-01-2009 (पूर्वाह्न) से 25750-650-30950 रुपये के वेतनमान की अनुसूची 'ख' में तुरन्त आमेलन आधार पर पांच वर्ष की अवधि के लिए अथवा उनकी अधिवर्षिता की तिथि अथवा अगले आदेश, जो भी पहले हो, तक सदस्य (कार्मिक एवं प्रशासन), भारतीय विमानपत्तन प्राधिकरण के पद पर नियुक्त करती है।

[सं.-एवी-24011/4/2005-एएआई]

ओमा नंद, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 23rd January, 2009

S. O. 263.—Consequent to his being relieved from the Central Government and in exercise of the powers conferred by Section 3 of the Airports Authority of India Act,

1994 (No.55 of 1994), the Central Government hereby appoints Shri K. K. Jha, to the post of Member (personnel & Administration), Airports Authority of India on immediate absorption basis w.e.f 16.01.2009 (FN), in Schedule 'B' scale of pay of Rs. 25750-650-30950 for a period of five years or till the date of his superannuation or until further orders, whichever is the earliest.

[No. AV. 24011/4/2005-AAI]

OMA NAND, Under Secy.

उत्तर पूर्वी क्षेत्र विकास मंत्रालय

नई दिल्ली, 29 जनवरी, 2009

का.आ. 264.—केन्द्र सरकार "संघ के शासकीय प्रयोजनों के लिए प्रयोग" नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में उत्तर पूर्वी क्षेत्र विकास मंत्रालय, नई दिल्ली जिसके 80 प्रतिशत से अधिक कर्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. 1-14/2008-हिन्दी]

राजेन्द्र मिश्र, संयुक्त सचिव

MINISTRY OF DEVELOPMENT OF NORTH
EASTERN REGION

New Delhi, the 29th January, 2009

S.O. 264.—In pursuance of sub rule (4) of the Rule 10 of the official language "use for official purposes of the union" Rule, 1976 the Central Government hereby notifies Ministry of Development of North Eastern Region, New Delhi, whereof more than 80% of employees have acquired working knowledge of Hindi.

[No. 1-14/2008-Hindi]

RAJENDRA MISHRA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 7 जनवरी, 2009

का.आ. 265.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 8826:1978 भूमि और चट्टान भरे बॉथों के डिजाइन हेतु-मार्गदर्शी सिद्धांत	संशोधन सं. 1 दिसम्बर, 2009	31-12-09

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: डब्ल्यू आर डी 9/टी-9]

ए. एम. डेविड, वैज्ञा-ई, निदेशक (जल संसाधन विभाग)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 7th January, 2009

S. O. 265.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 8826: 1978 Guidelines for Design of Large Earth and Rockfill Dams	Amendment No. 1 December, 2008	31-12-08

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 9/T-9]

A. M. DAVID, Sc-E, Director (Water Resources Deptt.)

नई दिल्ली, 9 जनवरी, 2009

का.आ. 266.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	IS 12800(PART 2/SEC 1):1989 सतही पन-बिजली घरों के टर्बाइनों के चयन, प्रारम्भिक आयाम निर्धारण और भाग 2 पैस्ड स्टोरेज बिजली घर खण्ड 1 लम्ब फ्रांसिस रनर	संशोधन सं. 2 दिसम्बर, 2009	31-01-09

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: डब्ल्यू आर डी 15/टी-13]

ए. एम. डेविड, वैज्ञा-ई, निदेशक (जल संसाधन विभाग)

New Delhi, the 9th January, 2009

S. O. 266.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 12800(Part 2/Sec 1): 1989 Guidelines for Selection of Turbines, Preliminary Dimensioning and Layout of Surface Hydroelectric Power Houses Part 2 Pumped Storage Power Houses Section 1 Vertical Francis Runner	Amendment No. 2 December, 2008	31-01-08

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD15/T-13]

A. M. DAVID, Sc-E, Director (Water Resources Deptt.)

नई दिल्ली, 9 जनवरी, 2009

क्र.आ. 267.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	IS 11639(PART 1):1986 पेनस्टॉक की संरचनात्मक डिजाइन मापदण्ड भाग 1 सतही पेनस्टॉक	संशोधन सं. 1 दिसम्बर, 2009	31-01-09

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 14/टी-31]

ए. एम. डेविड, वैज्ञा-ई, निदेशक (जल संसाधन विभाग)

New Delhi, the 9th January, 2009

S. O. 267.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11639 (Part 1): 1986 Criteria for Structural Design of Penstocks Part 1 Surface Penstocks	Amendment No. 1 December, 2008	31-01-09

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD14/T-31]

A. M. DAVID, Sc-E, Director (Water Resources Deptt.)

नई दिल्ली, 9 जनवरी, 2009

का.अ. 268.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न भारतीय मानक में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 14439 (भाग 1): 1997 विधि माप विज्ञान—गैस आयतनमापी भाग 1 सामान्य प्रावधान	1	दिसम्बर, 2008
2.	आईएस 14439 (भाग 2): 1998 विधि माप विज्ञान—गैस आयतनमापी भाग 2 डायफ्राम गैसमापी	1	दिसम्बर, 2008
3.	आईएस 15673 : 2006 रोटेरी पिस्टन मीटर द्वारा प्राकृतिक गैस का प्रवाह मापन	1	दिसम्बर, 2008

इस भारतीय मानकों के संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : पीजीडी/जी-3.5]

सु. भट्टाचार्य, वैज्ञानिक 'ई' एवं प्रमुख (पीजीडी)

New Delhi, the 9th January, 2009

S. O. 268.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been amended on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. of Amendments & Date	Date of Established
(1)	(2)	(3)	(4)
1.	IS 14439 (Part 1): 1997 Legal Metrology—Gas volume meters Part 1 General Requirements	1	December, 2008
2.	IS 14439 (Part 2): 1998 Legal Metrology—Gas volume meters Part 2 Diaphragm gas meters	1	December, 2008
3.	IS 15673 : 2006 Flow measurement of natural gas by rotary piston meters	1	December, 2008

Copy of these amendments of Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref PGD/G-3.5]

S. BHATTACHARYA, Scientist 'E' & Head (PGD)

नई दिल्ली, 9 जनवरी, 2009

का.आ. 269.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानकों में संशोधन किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3513 (भाग 2): 1989	2, दिसम्बर, 2008	31 दिसम्बर, 2008
2.	आई एस 7638 : 1999	2, दिसम्बर, 2008	31 दिसम्बर, 2008
3.	आई एस 13957 : 1994	1, नवम्बर, 2008	30 नवम्बर, 2008
4.	आई एस 14315 : 1995	1, नवम्बर, 2008	30 नवम्बर, 2008
5.	आई एस 14616 : 1999	2, दिसम्बर, 2008	31 दिसम्बर, 2008
6.	आई एस 14842 : 2000	3, दिसम्बर, 2008	31 दिसम्बर, 2008
7.	आई एस 15476 : 2004	2, दिसम्बर, 2008	31 दिसम्बर, 2008

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 9th January, 2009

S. O. 269.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3513 (Part 2) : 1989	2, December, 2008	31 December, 2008
2.	IS 7638 : 1999	2, December, 2008	31 December, 2008
3.	IS 13957 : 1994	1, November, 2008	30 November, 2008
4.	IS 14315 : 1995	1, November, 2008	30 November, 2008
5.	IS 14616 : 1999	2, December, 2008	31 December, 2008
6.	IS 14842 : 2000	3, December, 2008	31 December, 2008
7.	IS 15476 : 2004	2, December, 2008	31 December, 2008

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Office : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 12 जनवरी, 2009

क्र.आ. 270.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2595 : 2008 औद्योगिक रेडियोग्राफी परीक्षण-रीति संहिता (दूसरा पुनरीक्षण)	आईएस 2595 : 1978	31 अक्टूबर, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 21/टी-3]

डा. (श्रीमति) स्नेह भाट्टा, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 12th January, 2009

S. O. 270.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2595 : 2008 Industrial Radiographic Testing—Code of practice (Second revision)	IS 2595 : 1978	31 October, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 21/T-3]

DR. (MRS.) SNEH BHATLA, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 13 जनवरी, 2009

का.आ. 271.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	IS 15825 (भाग 1) : 2008 डोपियन कच्चा रेशम—ग्रेडिंग और परीक्षण पद्धतियाँ भाग 1 ग्रेडिंग	लागू नहीं	सितम्बर, 2008

अब यह भारतीय मानक बिक्री के लिये उपलब्ध होगा ।

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो के मुख्यालय मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, और इसके क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : टीएक्सडी/जी-25]

पी. भटनागर, वैज्ञानिक 'ई' एवं प्रमुख (टीएक्सडी)

New Delhi, the 13th January, 2009

S. O. 271.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed have been established on the date indicated against it :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15825 (Part 1) : 2008 Dupion Raw Silk—Grading and methods of test Part I Grading	N.A	September, 2008

Henceforth, this standard will be available for sale.

Copy of this Standard is available for sale with H.Q. at Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices at New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TXD/G-25]

P. BHATNAGAR, Sc. 'E' & Head (Textiles)

नई दिल्ली, 27 जनवरी, 2009

का.भा. 272.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	IS 15824:2008 वस्त्रादि-रेशम से बने वस्त्रादि उत्पादों के लिए मुहरांकन की अपेक्षाएँ-विशिष्ट	लागू नहीं	सितम्बर, 2008

अब यह भारतीय मानक बिक्री के लिये उपलब्ध होगा।

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, के मुख्यालय मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और इसके क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टीएक्सडी/जी-25]

पी. भटनागर, वैज्ञानिक 'ई' एवं प्रमुख (टीएक्सडी)

New Delhi, the 27th January, 2009

S. O. 272.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which is given in the Schedule hereto annexed has been established on the date indicated against it :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards established	No. & year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15824 : 2008 Textiles—Requirements for marking Textile Materials made of Silk-Specification	N.A.	September, 2008

Henceforth, this standard will be available for sale.

Copy of this Standard is available for sale with H.Q. at Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices at New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TXD/G-25]

P. BHATNAGAR, Sc. 'E' & Head (Textiles)

कोयला मंत्रालय

नई दिल्ली, 29 जनवरी, 2009

का.आ. 273.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/323, तारीख 20 सितम्बर, 2008 का निरीक्षण कलेक्टर, कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे ।

अनुसूची

पोंडी ब्लाक दूसरा विस्तार, गेवरा क्षेत्र

जिला-कोरबा (छत्तीसगढ़)

रेखांक संख्या-एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/323, तारीख 20 सितम्बर, 2008 (पूर्वक्षेत्र के लिए अधिसूचित भूमि दर्शाते हुए)

क्रम संख्या	ग्राम	पटवारी हल्का नम्बर	खेवट नम्बर	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पण
1.	भठोरा	20	29	कटघोरा	कोरबा	40.000	भाग
2.	नरईबोध	20	90	कटघोरा	कोरबा	252.000	भाग

कुल क्षेत्र :-292.000 हेक्टेयर (लगभग)

या 721.532 एकड़ (लगभग)

सीमा वर्णन :-

- क-ख रेखा ग्राम मनगौव-कोसमंडा-नरईबोध की सम्मिलित सीमा पर "क" बिन्दु से आरम्भ होती है और उसी सम्मिलित सीमा से होती हुई बिन्दु "ख" पर मिलती है ।
- ख-ग-घ-ङ रेखा ग्राम नरईबोध, बिन्दु "ग", "घ" से होती हुई ग्राम नरईबोध में "ङ" बिन्दु पर मिलती है ।
- ङ-च-छ रेखा ग्राम नरईबोध से होते हुए बिन्दु "च" से गुजरती है और फिर ग्राम नरईबोध-मनगौव की सम्मिलित सीमा से होती हुई बिन्दु "छ" पर मिलती है ।
- छ-ज-झ-ञ रेखा ग्राम गेवरा-नरईबोध की सम्मिलित सीमा से होते हुए बिन्दु "ज", "झ" से होती हुई ग्राम नरईबोध-बरभाठा-पन्डरीपानी की सम्मिलित सीमा में बिन्दु "ञ" पर मिलती है ।
- ञ-ट रेखा ग्राम नरईबोध-बरभाठा की सम्मिलित सीमा से होती हुई "ट" बिन्दु पर मिलती है ।
- ट-ठ-ड-ढ-ण-त रेखा ग्राम भठोरा में प्रवेश करती है और ग्राम भठोरा में बिन्दु "ठ", "ड", "ढ" से गुजरती हुई ग्राम भठोरा-कोसमंडा की सम्मिलित सीमा से होते हुए बिन्दु "ण" से होती हुई ग्राम भठोरा-कोसमंडा-नरईबोध की सम्मिलित सीमा से बिन्दु "त" पर मिलती है ।
- त-क रेखा ग्राम कोसमंडा-नरईबोध की सम्मिलित सीमा से होती हुई आरम्भिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/25/2008-पीआरआईडब्ल्यू-1]

एस. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 29th January, 2009

S.O. 273.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing Number SECL/BSP/GM (Plg)/Land/ 323, dated the 20th September, 2008 of the area covered by this notification can be inspected in the office of the Collector, Korba (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur - 495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in - Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur - 495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pondi Block 2nd Expansion, Gevra Area

District- Korba (Chhattishgarh)

Plan number SECL/BSP/GM (Plg)/Land/323, dated the 20th September, 2008

(Showing the land notified for prospecting)

Sl. No.	Village	Patawari Halka number	Khewat number	Tahsil	District	Area in hectares	Remarks
1.	Bhathora	20	29	Katghora	Korba	40.000	Part
2.	Naraibodh	20	90	Katghora	Korba	252.000	Part

Total :—292.000 hectares (Approximately)
or 721.532 acres (Approximately)

BOUNDARY DESCRIPTION :—

A-B	Line starts from point 'A' on the common boundary of villages Mangaon-Kosmanda - Naraibodh and passes along the same common boundary and meets at point 'B'.
B-C-D-E	Line passes through village Naraibodh, point 'C', 'D' and meets at point 'E' in the village Naraibodh.
E-F-G	Line passes through village Naraibodh, point 'F' then along the common boundary of villages Naraibodh - Mangaon and meets at point 'G' on the same common boundary.
G-H-I-J	Line passes along the common boundary of villages Gevra-Naraibodh, point 'H', 'I' and meets at point 'J' on the common boundary of villages Pandaripani - Naraibodh - Barbhatha.
J-K	Line passes along the common boundary of villages Naraibodh - Barbhatha and meets at point 'K'.
K-L-M-N-O-P	Line enters in village Bhathora and passes through the village Bhathora, point 'L', 'M', 'N' then along common boundary of villages Bhathora - Kosmanda, then through point 'O' and meets at point 'P' on the common boundary of villages Bhathora - Naraibodh - Kosmanda.
P-A	Line passes along the common boundary of villages Kosmanda - Naraibodh and meets at starting point 'A'.

[No. 43015/25/2008-PRIW-1]

M. SHAHABUDEEN, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 30 जनवरी, 2009

का.आ. 274.—कोयलाधारी क्षेत्र (अधिग्रहण और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार 20 दिसम्बर, 2008 को भारत के राजपत्र के भाग II, खंड-3, उपखंड (ii) में प्रकाशित 18 दिसम्बर, 2008 के का.आ. 3342 के अनुसार भारत सरकार, कोयला मंत्रालय की अधिसूचना को एतद्द्वारा संशोधित करती है, अर्थात् :-

उक्त अधिसूचना में :-

गांव लोचर के सम्बन्ध में प्लोटों की सूची में :-

प्लोट संख्या "330/282" के स्थान पर "330/382" प्रतिस्थापित किया जाएगा ।

[फा. सं. 43015/8/2006/पीआरआईडब्ल्यू-1(खण्ड-II)]

एम. शाहाबुद्दीन, अवर सचिव

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 7 जनवरी, 2009

का.आ. 275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. I, धनबाद के पंचाट (संदर्भ संख्या 17/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं.एल-20012/379/91-आईआर(सी-1)]

स्नेह लता जबास, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th January, 2009

S.O. 275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/1993) of the Central Government Industrial Tribunal/Labour Court, No. I, Dhanbad now as shown in the Annexure in Industrial Dispute between the employers in relation to management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/379/91-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.1 AT DHANBAD
PRESENT**

Shri H.M.Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act., 1947.

Reference No. 17 of 1993

PARTIES:

Employers in relation to the management of Katras Project Area of Bharat Coking Coal Limited, P.O. Katrasgarh, Distt. Dhanbad

And

Their Workmen

APPEARANCES

On behalf of the workmen : Mr. S. Bose, Treasurer,
R. C. M. S. Dhanbad

On behalf of the employers : Mr. R. N. Ganguly,
Advocate

State: Jharkhand Industry: Coal

Dated, Dhanbad, the 19th December, 2008

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10

(1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (379)/91-IR. (Coal-1), dated, 1st January, 1993.

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh for regularisation of S/Shri Pulish Mistry and 12 others on the roll of BCCL w.e.f. 1-8-85 is justified? If so to what relief they are entitled?”

2. The case of the workmen as per their W. S. is that the concerned 13 workmen have worked in the capacity of Blacksmith/Helper respectively since 1-9-84 continuously on permanent/perennial nature of job and for the job of Blacksmith and Helper they are to be paid on time rated scale as per National Coal Wage Agreement. Besides the basic time rated scale of wage the workman are also entitled to (a) dearness allowance (b) variable dearness allowance (c) annual increments (d) quarterly bonus (e) leave with pay (f) casual leave (g) sick leave and such other fringe benefits as are available to a regular permanent departmental employees of the management. It has been submitted that prior to nationalisation of coal mining industry several categories of permanent and perennial job workers were engaged through contractors or paid on piece rated basis without payment of any other cash or fringe benefits. However, subsequent to nationalisation in 1972 and 1973 respectively the management of BCCL have regularised the workmen engaged on permanent and perennial job through contractors or paid on piece rated basis and since 1976 the management have regularised all such category of workmen including Blacksmith/Helper Hammerman which are permanent and perennial as well as essential services in coal mines and its ancillaries. However, the local level the management have been engaging such category of workmen on so-called contract basis violating their own principles. The concerned 13 workmen are a batch of such unfortunate persons exploited by the public sector undertakings like BCCL under the cover of so-called contract workers. Pulish Mistry, one of the concerned workmen has been named by the management as a contractor is himself a working person as a Blacksmith and others are his co-worker on the job.

3. It has been further stated that the concerned 13 workmen are performing the duties exclusively in Katras Project Area of the management and do not work anywhere and they are paid for by the BCCL management and accordingly they are whole time employees of BCCL and therefore, their demand for regularisation as Blacksmith and Helper respectively are justified. Under the above circumstances, it has been prayed on behalf of the workmen that an Award be passed in favour of the workmen directing the management to regularise the concerned workmen on their respective post as permanent employees of the management w. e. f. 1-8-1985 with direction for payment of suitable rates and difference of wages during the period they were kept on piece rated basis by the management.

4. Management side also have filed their W. S. in which they have stated that the present reference is not arising out of any industrial dispute because of the fact that no employer-employee relationship ever existed between the management and the concerned persons. It has been submitted that Pulish Mistry was awarded contract for fabrication of certain structures at certain rates and he supplied the same to the management and thereafter he submitted his bills and received payment. Work order was issued to him for supplying such materials after fabrication. Shri Pulish Mistry was awarded contract for making of second hand tubs out of the damaged materials and to supply those tubs to the management after making the said tubs suitable for transporting coal from underground mine. He executed the contract jobs during the period from the last quarter of 1985 till June, 1989 occasionally and the amount of money received by him appearing from the cash books will indicate that his annual income hardly could be 5 to 8 thousand and he was given the work orders on some rare occasions as and when required basis. However, he was awarded one contract in each year and in the year 1988 he was awarded two contracts and he received two bills. In the year 1986 he was awarded some petty contracts on different items. From perusal of work orders it is clear that there was no scope for employment of 12 contract workers by him. The job also could not last even for 15-20 days in a year.

5. It has been further submitted by the management that they had sufficient number of permanent and regular workers to carry on day to day blacksmithy jobs including repairing jobs and fabrication of structures.

6. It has been submitted that Shri Pulish Mistry selected and recruited his own workmen, supervised their job, exercised control over them and paid them wages. He has included several persons/job seekers as his workmen and has filed this present case demanding for employment of 13 persons including himself in the form of regularisation. It has been submitted on behalf of the management that the demand of the sponsoring union for regularisation of the concerned persons is without any merit and they are not entitled to get any relief.

7. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

8. Management in order to substantiate their claim have produced and examined MW-1 Shri Rash Behari Manjhi. However, they have not produced any document. Workman side have produced and examined Pulish Mistry as WW-1 who has proved documents marked as Ext. W-1, W-2 and W-3.

9. Main argument which has been advanced on behalf of the management is that there is no employer-employee relationship between the concerned workmen and the management. The concerned workman were occasionally engaged on the job which is not permanent and perennial in nature. Ayodhya Vishwakarma who used to maintain the Payment Register marked as Ext. W-2 has not been produced and examined before this Tribunal. In

the work orders marked as Ext. W-3 there is no mention of the names of the concerned workmen. In this context Ld. Counsel for the workman argued that MW-1 stated in his cross-examination that "I cannot say about the formation of NCWA. Different pay scale and amenities of different categories of workers are fixed according to the guidelines of NCWA. Blacksmith is one of the category. Time rated scale is fixed to the Blacksmith workers. Blacksmith is an essential category of workman. The concerned workmen used to perform the job of Blacksmith. Contract Labour Act is applicable in the Colliery. The concerned workmen demand for Blacksmith pay scale. BCCL is benefitted financially for not regularising the concerned workmen. I pass the bills and take work of the concerned workman." The evidence of the management shows that the concerned workmen were employed for essential nature of work and the management is financially benefitted by not regularising the concerned workmen. The job of Blacksmith is an essential category and time rated scale is fixed to the Blacksmith workers.

10. Ld. Counsel for the workmen has filed Ref. No. 8/95 which has been decided by my predecessor-in-office on 16-8-2002 in which same nature of dispute was referred which was decided by giving relief to the concerned workmen to regularise them on their respective jobs. Ext. W-1 and W-2 shows that attendance of the concerned workmen were taken and payment was made to them and as per Ext. W-3 work has been performed as per order of the management by the concerned workmen on different dates on different payments. It only shows that the concerned workmen are employees of the management and the management is not regularising them for their financial benefit because MW-1 has already stated "I pass the bills and take work from the concerned workmen" and he has also stated that blacksmith is one of the essential category of workman and time rated scale is fixed to the blacksmithy worker and the concerned workmen used to perform the job of blacksmith. It only shows that management is not illegally regularising the concerned workmen since long as the concerned workmen are performing the duties of permanent nature of the management and they are making attendance and payments are also made by the management. In the result, the following Award is rendered:—

"The demand of Rashtriya Colliery Mazdoor Sangh for regularisation of S/Shri Pulish Mistry and 12 others on the roll of BCCL w.e.f. 1-8-85 is justified. Consequently the concerned workmen are entitled to be regularised on their respective job w.e.f. 1-8-85 without any back wages."

The management is directed to implement the Award within 30 days from the date of its publication in the Gazette of India in the light of the observation made above.

H. M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में एअर इंडिया लि. के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/67/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं.एल-11012/69/2007 -आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 276.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/67/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to management of M/s. Air India Ltd. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-11012/69/2007-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT MUMBAI PRESENT

A.A. LAD, Presiding Officer

Reference No. CGIT-2/67 of 2007

Employers in relation to the management of Air India Limited

The Chairman & Managing Director,
Air India Ltd., (Now known as National)
Aviation Co. of India Ltd., HRD Department,
Old Air port, Santacruz,
Mumbai-400 029

... First Party

AND

Their Workman

Shri Shantaram Dhondu Kapse,
35/3 Old Air India Colony,
Santacruz, Mumbai-400 029

... Second Party

APPEARANCES

For the Employer : Mr. Lancy D' Souza, Legal Adviser

For the Workman : Mr. A. D. Nimbalkar, Advocate.

Date of reserving Award : 21st November, 2008

Date of Passing of Award : 3 December, 2008

AWARD

The matrix of the facts as culled out from the proceedings are as under :

The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-11012/69/2007-IR (C-1) dated 18th December, 2007 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

"Whether the action of the management of Air India Ltd., Mumbai in dismissing Shri Shantaram Dhondu Kapse Senior Loader from the service w.e.f. 11-3-1998 is justified and legal? If not, to what relief is the concerned workman entitled?"

2. To support the subject matter involved in the reference, 2nd Party filed Statement of Claim at Exhibit 4 stating and contending that, the concerned workman Shantaram Dhondu Kapse joined 1st Party initially as a Peon in the Commercial Department in 1972. He was confirmed in 1973. Then he was posted as a Loader with effect from 3rd February, 1975 and then promoted as Senior Loader with effect from 1st April, 1978. He was confirmed on the post of Senior Loader on 1st October, 1978. Again he was promoted as Head Loader on 1st July, 1989. However, he was later on demoted on the post of Loader with effect from 1-1-1990 and again promoted as Senior Loader on 1-2-1993 and was confirmed on 1st July, 1993. Since that time, he is working as a Senior Loader on monthly wages of Rs. 10,000. According to the concerned workman, his service record was clean and unblemished.

3. He was charge sheeted by the 1st Party on 2nd July, 1997 alleging that, he remained absent unauthorisedly for 29 days in June, 1997. 2nd Party denied the said charges. He states that, he telegraphically informed to his superiors about his absenteeism and reason behind his absenteeism. He states that, his son was sick which require attendance round the clock. He further states that, his wife was missing and as a result of that, he was disturbed.

4. 1st Party appointed Mr. V. R. Raje as Enquiry Officer. He was appointed to conduct an enquiry who completed it within one day. No fair opportunity was given to the concerned workman to participate in the enquiry. He alleges that, Mr. Raje, Enquiry Officer, did not explain to him the procedure of the enquiry and its consequences. He also alleges that, no evidence of any type was before the Enquiry Officer. Concerned Workman also alleges that, he was not permitted to defend through his Defence Representative. He states that, he never remained absent illegally and unauthorisedly as alleged in the charge sheet. Because of sickness of his son and because of missing of his wife he was disturbed. He intimated about that but it was not considered by the Management as well as Enquiry Officer. So he submits that, the enquiry conducted be declared as null and void. He also prayed to declare the finding given by the Enquiry Officer as perverse and pray to quash and set aside the termination effected on him on the basis of the said enquiry, with a request to reinstate him along with payment of back wages and continuity of service.

5. This is disputed by the 1st party by filing reply at exhibit 9 making out of case that, charge sheet was served on the concerned workman about his 29 days of absenteeism in June, 1997. Management admit that, story given by the concerned Workman about his promotions

and demotion. Management deny that the service record of the concerned Workman was clean and unblemished. Management says that, initially he was charge sheeted seven times for the absenteeism. Various convictions were given to him on absenteeism. Since there was no improvement in his attendance, enquiry was conducted against him and fair opportunity was given to the concerned Workman. He admitted the charge of absenteeism of 29 days. Second Party admitted the absenteeism but failed to justify the said absenteeism. He did not intimate the management he did not produce any evidence about reason behind his absenteeism. He did not justify as to why and in what circumstances he was required to remain absent from the duties. The concerned Workman had remained absent previously also. He was convicted 7 times only on the charges of absenteeism. There is no point in interfering with the order of the dismissal which was given on the basis of record and conduct of the concerned workman. So it is submitted that, the reference be rejected.

6. In view of the above pleadings Issues were framed at Exhibit 11.

7. Issue of fairness of enquiry and perversity of findings are generally decided initially. However, here Hon'ble High Court has directed to dispose off the Reference within one year from the receipt of it from the Government of India. No option remains with this Tribunal but to decide all these Issues together directing both the parties to lead evidence on all the Issues.

8. Accordingly issues framed at Exhibit 11 are answered as follows:

ISSUES	FINDINGS
1. Is enquiry fair and proper?	Yes
2. Is finding Perverse?	No
3. Whether charges of illegal absenteeism proved against concerned workman?	Yes
4. Whether punishment of dismissal is just and proper?	Yes
5. Is second party entitled for any relief?	No
6. What order?	As per order below.

REASONS:

ISSUES NOS. 1 & 2:

9. These Issues are regarding the procedure adopted in the enquiry and about perversity of the finding of the Enquiry Officer. 2nd Party examined himself at Exhibit 19 where he reiterated in what way the enquiry was conducted. He states that, Enquiry Officer and he himself were only present at the time of the enquiry. He states that, no evidence was recorded by Enquiry Officer neither of the Management nor of the concerned workman's side. He states that, no procedure was explained. He states that, finding given by the Enquiry Officer is perverse since there was no evidence before the Enquiry Officer. In the

cross this witness states that, he do not know whether he was absent for 29 days in June, 1997. He admits that, Mr. Raje was the Enquiry Officer. He states that, he did not remember whether reply was given to the charge sheet. He admits that, charge sheet was served on him since he remained absent for 29 days in June 1997. He denies that, he admitted the charges before the Enquiry Officer. He admits that, he did not complaint about the enquiry proceedings. He also admits that, he has not complained that, enquiry proceedings were not translated in Marathi. He also admits that, he did not remember whether he submitted evidence of any type before the Enquiry Officer to justify the absenteeism. He states that, he complained with the Management that the Enquiry Officer recorded his statement wrongly. He further admits that, he has no evidence to show that, he complained like that with the Management regarding recording of his statement by the Enquiry officer wrongly. He states that, he applied for leave, after two days informed that he was to proceed on leave. He states that, he informed about this to his supervisor Mr. Waghmare. He stated that, he will examine Mr. Waghmare on that point. He admits that, he reported on duty after 15 days from leave. It was suggested by the Management that, he did not inform about his absenteeism and reason behind his absenteeism. He admits that, he was previously charge sheeted for 7 times about absenteeism. He also admits that, he was punished on those occasions.

10. Then the concerned Workman closed his evidence by Exhibit 20.

11. Management then examined 2 witnesses, one at Exhibit 21 and other one at Exhibit 22. Witness examined at Exhibit 21 Mr. Vijay Ramakant Raje, is the Enquiry Officer who states that, he explained the enquiry procedure and the proceedings. He states that, charge sheeted employee was explained the charges. He states that, the concerned Workman did not lead any evidence. He states that, even Management did not lead the evidence. He states that, since the charges were accepted by the concerned workman and his statement was recorded but no other evidence of the concerned workman was recorded. In the cross he states that, on the first day of the enquiry nothing was brought on record. He states that, the date of the enquiry was intimated the concerned workman as well as his appointment as Enquiry Officer. He admits that, on the second day of the enquiry, chargesheeted employee and he only were present on that day. He admits that, nobody i.e., from Management side vis-a-vis charge sheeted employee were present. He states that, on that day, no evidence was recorded about absenteeism of the concerned workman. He denies that, enquiry procedure was not explained to the concerned workman. He admits that, there is no mention in the enquiry proceedings regarding procedure explained to the concerned workman. He denies that, enquiry was not explained to the concerned workman in Marathi. He admits that, there is no evidence of the Management on the record, except charge sheet to hold

the concerned workman guilty of the charges of the absenteeism against the concerned workman. He also admits that, he has not mentioned in the enquiry proceedings that, opportunity was given to the concerned workman but he has not availed it. Management then examined Devdatta Janardhan Abyankar at Exhibit 22 on the point of payment made to the concerned workman and deduction of his salary for the said period of 29 days.

13. So this is the evidence led, by the 2nd party, on the enquiry to show that the enquiry was not fair and proper and finding perverse. On the basis of that the Ld. Advocate for the 2nd Party submits that, except the charge sheet no evidence was before the Enquiry Officer. No opportunity was given to the concerned workman. So he pray to declare the enquiry not fair and proper and finding perverse.

14. Against that, Advocate for the 1st Party submits that, charge of 29 days of absenteeism was leveled against the concerned workman. Admittedly he was absent. Case of the 2nd Party is that, he did not remain absent illegally and unauthorisedly. However, it is not explained how his absenteeism was legal and authorized? When 2nd Party claims that, his absenteeism was legal and authorized burden shifts on him to show that he remained absent legally and authorisedly. However, no evidence is led by him to show that he remained absent authorisedly and legally. Case of the Management is that, he remained absent unauthorisedly and illegally. The reason given by the concerned workman is that his son was sick, his wife was missing and he was disturbed. As far as sickness of his son is concerned no evidence is led of any type in the form of neither a medical certificate nor in the form of certificate from the Doctor about treatment given to his son, vis-a-vis he claims that, his wife was missing but no evidence is produced to show, he lodge Police complaint and what is the result of the complaint. He has also not pointed out whether his wife is then traced or not yet and no evidence of any type is led on that point. In the statement of claim the concerned workman made out the case that, his father fell down from the floor and brother expired and he was mentally disturbed. Even on that count no evidence is led by him. In the affidavit he states that, his wife was missing and his son was sick and he himself was disturbed but no evidence was led on any of the point. So the case made out by the concerned workman is different at different level. At one place he states that, his son was sick and wife was missing but no evidence is led. Then he states that, his father fell down from the floor and brother expired. He also alleges that, he was mentally disturbed but no evidence is produced. From this question arises which was the ground for his absenteeism? He is not saying that, he was not absent. He says that he was not absent illegally and unauthorisedly, however, he does not say that, he was not absent during the aforesaid period i.e. 29 days in June, 1997. When concerned workman was absent and when enquiry was initiated naturally it was expected that, the concerned workman should explain the ground on which he was absent. He was supposed to explain how he was legally and authorisedly absent. But that burden is not discharged by him in any manner not properly. When concerned workman fail to show that, he was legally and

authorisedly absent and when Management says that, he was illegally and unauthorisedly absent, in the circumstances, reasons given by the concerned workman at 2 different levels create doubt about his intentions and about his explanation. Even before this Court he does not come with clean hands. He has no specific case. Even before this Court he did not justify his absenteeism to ignore absenteeism or legalise the absenteeism by leading evidence for the reasons behind his absenteeism. Even before this Court he did not led any evidence to show that his son was sick or his wife was missing or his father fell down and brother expired. In fact for such events one must have evidence to support the contentions taken in the event to show such unfortunate happenings happened. But in this case no evidence of any type is led by the concerned workman to substantiate his claim.

15. One has to consider why enquiry was initiated? Enquiry was initiated just to see whether, the charge sheeted employee has reasons to remain absent and whether that reason was beyond his control? In the instant case, neither before the Enquiry Officer nor before this Court this concerned workman come with the case that, for that he has evidence and it was not considered either by the Enquiry Officer or by Management but this Court must consider it. Here no such case is made out by the concerned workman. When opportunity was given to the concerned workman to justify his absenteeism, he has not utilized it and shown that he has reason to remain absent.

16. He alleges that, the enquiry was not fair and proper. O.K. one can say that, enquiry was not fair and proper. But what was the evidence before this Tribunal when he got an opportunity to justify his absenteeism? Even before this Tribunal 2nd Party does not come with clean hands and with specific case. He claims that, he had reason to remain absent which was beyond his control. Here case made out by the concerned workman's is only of the allegation and of denial. He does not come with specific case. He does not come with clean hand. At different levels he makes out different story and case which creates doubt about his intention and making out the case.

17. When charge of absenteeism was leveled, it is not denied by the concerned workman specifically so I conclude that, the charge is not denied by the concerned workman. Besides he has not justified his absenteeism and has not shown how his leave was legal and authorized. When all these things are not there and when he got opportunity before this Tribunal which he did not utilized, in my considered view, same happened before the Enquiry Officer for which he has to blame himself. Charge of remaining absent for 29 days illegally and unauthorisedly was proved against the concerned workman and if it is observed that, he remained absent unauthorisedly, I think for that Enquiry Officer cannot be blamed and enquiry cannot be held illegally and finding perverted.

18. Considering all this and case made out by both I am of the opinion that one has to conclude that, the enquiry was fair and proper and finding of the Enquiry Officer that, the concerned workman was absent unauthorisedly is just and reasonable. So I answer these Issues to that effect.

ISSUE NO. 3:

19. As far as charge of absenteeism against the concerned workman is concerned, it is not disputed by him. He states that, he did not remain absent illegally and unauthorisedly. As stated above, he did not say how his absenteeism was legal and authorized. He tried to come out with explanation about his absenteeism with different story at different levels but he is not denying that, he was not absent for 29 days during June, 1997. This itself shows that, the concerned workman was illegal absent for 29 days in June, 1997. So this Issue is replied accordingly.

ISSUES NOS. 4 & 5:

20. On the basis of the enquiry conducted about the absenteeism and as the basis of the finding of the enquiry that, the concerned workman was absent illegally, punishment of dismissal was served on the concerned work. Case of the Management is that, this is not only charge of absenteeism in the service life of the concerned workman. In para-14 of written statement Management has made out the case that, the concerned workman remained absent for 53 days in 1983 where punishment of Censor was given. Then he remained absent for 45 days in 1984 on which enquiry was conducted and punishment of reduction of basic pay by one stage was served on the concerned workman. Then he was charge sheeted on 25th April, 1988 regarding his 28 days absenteeism, for which he was warned. Again he was charge sheeted on 17-10-1989 for remaining absent without leave for 48 days where punishment of reduction in basic pay for 2 years was awarded to be concerned workman. Then he was charge sheeted on 8-1-1991 for remaining habitually absent, where punishment of reduction in rank from Head Loader to Loader was served. Then by charge sheet dated 11-9-1996 for remaining absent for 46 days of absenteeism where written warning was given to the concerned workman. Then in January, 1997 charge of habitually remaining absent without permission for 79 days was leveled on him on which he was reverted to the post of Senior Loader for a period of two years. These convictions are not disputed by the concerned workman. These are 7 instances in which he was convicted but again he remained absent for 29 days in June 1997. So this charge and the last charge of absenteeism for 72 days in 1997 reveals that in 1997 he remained absent for 2 days i.e. 31 days i.e. about a month in a year. If this is the attitude and approach of the concerned workman, who has no regards to the truth and for the 1st Party in my considered view, what this type of person expect from the 1st party?

21. Here it is to be noted that, the 1st party is engaged in providing transport facility to the passengers who are travelling by Air. It is the reputed work. It creates good impression as well as if the person like this remain absent as per his wishes, Then question arises how he can serve to the passengers? Even this is not the only incident but in fact this is the 8th incident in the service record of the concerned workman, where he remained absent.

22. If we consider all this coupled with the case made out by both, I conclude that, the punishment given of dismissal when 1st Party has reason to give, it is not require

to interfere while adjudicating the dispute raised under Section 11 of the Industrial Disputes Act, 1947. So I conclude that the punishment of dismissal is just and proper and does not require any interference.

23. During the pendency of the proceedings 1st Party changed its name now it is known as 'National Aviation Company of India Limited'. That change was made in the title of the Reference at the request of the parties concerned. Accordingly amendment is carried out.

24. While deciding Writ Petition No. 837 of 2007 Hon'ble Bombay High Court directed this, Tribunal to dispose off the reference within one year from the receipt of the reference. Second Party by application dated 20-3-2008 brought that fact in to the notice of this Tribunal since this Tribunal did not received copy of the Writ. So relying on that this reference was takenup and decided. Hence, the order :

ORDER

Reference is disposed of with no order as to its costs.

Bombay,
3-12-2008

A. A. LAD, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 36/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं.एल-20025/10/92-आईआर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/1992) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20025/10/92-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD****Reference No. 36 of 1992**

Employers in relation to the management of Salanpur Colliery of M/s. B.C.C. Ltd.

And

Their Workman

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers: Shri D. K. Verma, Advocate

For the Workmen: Shri S. S. Sharma, Advocate.

State: Jharkhand

Industry: Coal

Dated, the 8th December, 2008.

AWARD

By order No. L-20025/(10)/92-IR (Coal-I) dated 22nd April, 1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the demand of Bihar Colliery Mazdoor Sabha of employment to the widow of late Shiblal Kamar, Ex-Fitter of Salanpur Colliery is justified? If so, to what relief the widow is entitled?”

2. Written statement has been filed by the sponsoring union on behalf of the widow of late Shiblal Kamar, Ex-Fitter of Salanpur Colliery. Who died in an accident. It has been stated that late Shiblal Kamar was a permanent workman of the colliery. While he was coming from duty on 29-11-1978 he was murdered on the way by some miscreants which amounts to ‘accident’ in course of employment. There is a provision in vogue in BCCL that if a workman dies in accident during the course of his employment, the dependant of the workman is given employment and Smt. Sonia Devi, widow and dependant of late Shiblal Kamar is entitled for employment in BCCL. But the management has not provided employment to the widow, Sonia Devi and has not paid gratuity and other dues in respect of deceased husband. She should have been given employment on humanitarian ground and the management has violated her fundamental right under Article 14 and 16 of the Constitution. It has been prayed that the widow of Late Shiblal Kamar be given employment with full back wages since 1979.

3. The management has filed written statement stating that there is no employer-employee relationship exists between the management and the widow of late Shiblal Kamar, for which no industrial dispute can be arisen. It has also been stated that long back prior to N.C.W.A. II which was effective from 1-1-79, there was no provision for employment of a dependant of a workman who dies while in service prior to 1-1-79. So the question of raising a demand in 1992 for employment of a dependant of a workman who died prior to 1-1-79 has no basis at all, apart from the fact that such a demand is highly belated and has been made with some ulterior motive. It has also been stated that late Shiblal Kamar was not a member of the sponsoring union during his life time and no dispute of any kind was ever raised by the sponsoring union on his behalf. Therefore the sponsoring union has no locus standi to raise the dispute on behalf of late Shiblal Kamar after his death. There was no scheme for employment of the widow of a workman at the relevant time as because the management is carrying on coal mining operations and there is very

limited scope for employment of female workers in coal industry. Only in exceptional circumstances taking into consideration of humanitarian ground a widow could be given employment if there was no source of livelihood and there was no male dependant in a family. There was no procedure for outright employment of a dependant as per any settlement or provisions of law. The widow of late Shiblal Kamar has no existing right either any provision of law or condition of service or settlement or any scheme to claim for her employment under the management.

The management has asserted in rejoinder that there is no record to show that widow is the wife of late Shiblal Kamar. It has been stated that Shiblal Kamar was not murdered while coming on for duty on the way and is not a case of accident in the course of employment. Hence, it has been prayed that no employment can be given to the concerned lady and claim may be rejected.

4. The concerned workman has produced WW-1- Sonia Devi and the management has produced MW-1 as management's witness.

5. Heard both parties and perused the record.

6. WW-1 stated in her cross-examination that her son is working as a coolie. MW-1 has said that in the year 1978 there was no provision for compassionate employment in case of death of a workman. Management's witness clearly stated in his examination-in-chief that since Shiblal Kamar died in road accident, the claim of the widow of late Shiblal Kamar, for employment is not justified because at that time there was no provision for compassionate employment. The F.I.R. has not been filed by the workman, only Ext. W-1 has been filed and F.I.R. has not been filed as it is against the workman. No chargesheet has been filed. It has been written on behalf of the workman that while coming from duty on 29-11-78 Shiblal Kamar was murdered on the way by some miscreants in para 3 of the written statement of the workman. When the workman was murdered on the way it can not be treated that he died in course of employment. If he died in course of accident no employment can be given to any workman. Moreover, the workman died in 1978 and the dispute has been raised in the year 1992 which is too much belated. After 12 for moving appointment on compassionate ground, it has been made for ulterior notice.

Moreover, no document has been filed the concerned lady that she is the wife of deceased workman, Shiblal Kamar and his dependent.

7. In view of the above facts and circumstances, I come to the conclusion that the widow of late Shiblal Kamar is not entitled for employment on compassionate ground.

8. Accordingly, the following award is rendered-

That the demand of Bihar Colliery Mazdoor Sabha of employment to the widow of late Shiblal Kamar, Ex-Fitter of Salanpur Colliery is not justified, and she is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या नं. I, धनबाद के पंचाट (संदर्भ संख्या 72/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/238/91-आई आर(सी-1)]

स्नेह लता जवास, डैस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/1992) of the Central Government Indus. Tribunal-cum-Labour Court, No. I, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 7-1-2009.

[No. L-20012/238/91-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD.**

In the matter of a reference u/s.10(1)(d)(2A) of I.D. Act.

Reference No. 72 of 1992

**Employers in relation to the management of Basdeopur
Colliery under Sijua Area of M/s. BCCL.**

And

Their Workmen

PRESENT : Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri H.Nath, Advocate.

For the Workmen : None.

State : Jharkhand.

Industry : Coal.

Dated, the 10th December, 2008

AWARD

By Order No. L-20012(238)/91, dated 3-8-1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Basdeopur Colliery in not paying wages for the period 1-3-1989 to 5-1-90 to Shri Bilash Choudhary is justified? If not, to what relief the workman is entitled?"

2. The order of reference was received in this Tribunal on 25-8-92. After notice both parties filed their respective written statements, rejoinder and document. Thereafter adjournments were given and also two registered notices were sent to the sponsoring union but none appeared to contest the case. It seems that neither the sponsoring union nor the concerned workmen is interested to contest the case.

3. In such circumstances, I pass 'No Dispute' Award in the present case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, संख्या नं. I, धनबाद के पंचाट (संदर्भ संख्या 93/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/558/98-आई आर(सी-1)]

स्नेह लता जवास, डैस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 7-1-2009.

[No. L-20012/558/98-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD.**

In the matter of a reference u/s.10(1)(d)(2A) of I.D. Act.

Reference No. 93 of 1999

**Employers in relation to the management of Amalabad
Colliery of M/s. BCCL.**

And

Their Workmen

PRESENT : Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri H.Nath, Advocate.
 For the Workmen : None.
 State : Jharkhand. Industry : Coal.

Dated, the 8th December, 2008

AWARD

By Order No.L-20012/558/98(C-1), dated 17-5-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

SCHEDULE

क्या बी.सी.सी.एल. अमलाबाद प्रोजेक्ट के प्रबन्धतंत्र द्वारा श्री एस. के. शाही को उनके सेवा में पुरः स्थापन के पश्चात् दिनांक 1-8-90 से 14-1-97 का वेतन न दिया जाना उचित एवं न्याय संगत है? यदि नहीं तो कर्मकार किस राहत को प्राप्त हैं?

2. This order of reference was received in this Tribunal on 15-6-1999. Thereafter in spite giving adjournments and sending registered notice to the sponsoring union, none appeared on behalf of the concerned workman to take any step. The management filed their written statement-cum-rejoinder. Even on 11-9-2008 neither the concerned workmen nor the sponsoring union was present to take any step. It, therefore, appears that neither the sponsoring union nor the concerned workmen is interested to contest the case.

3. In the circumstances, I render a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 280.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या नं. 1, धनबाद के पंचाट (संदर्भ संख्या 19/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/374/91-आई आर(सी-1)]
 स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 280.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.19/1993) of the Central Government Industrial Tribunal-cum-Labour Court, No.I, Dhanbad now as shown in the Annexure, in

the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 7-1-2009.

[No. L-20012/374/91-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL NO.I, DHANBAD**

In the matter of a reference u/s.10(I)(II)(2A) of I.D. Act.

Reference No. 19 of 1993

Parties :

**Employers in relation to the management of
 Gopalchuck Colliery under P.B. Area of M/s. Bharat
 Cooking Coal Ltd.**

And

Their Workmen:

Present :

Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri H.Nath, Advocate.

For the Workmen : Shri S. Bose, Authorised Representative

State : Jharkhand.

Industry : Coal.

Dated, the 15th December, 2008.

AWARD

By Order No.L-20012(374)/91-IR-Coal-I dated 22-1-93 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of the union for regularization of Smt. Pyaria Kamin and 9 others, namely, (1) Smt. Pyaria Kamin, (2) Pani Kamin, (3) Binati Kamin, (4) Fulia Kamin, (5) Srimati Kamin, (6) Mani Kamin, (7) Sudamia Kamin, (8) Lalti Kamin, (9) Somari Kamin, (10) Sanichara Paswan is justified? If not what relief the concerned workmen are entitled?"

2. Written statement on behalf of the workman has been filed and it has been mentioned that the concerned workmen are working under the management regularly for about last ten years employed in the job of cleaning, sweeping and other works connected with the sanitation of the colliery. They are all working under the direct control and supervision of the management and in course of their employment the concerned workmen have been regularly

engaged in the work of cleaning of Kachha and Pucca drains, sweepings, ash removals and similar nature of jobs. Although with a view to passing as if the concerned workmen were working under a contractor but the fact is that the so-called contractor was a camouflage. The management named one of the concerned workman as contractor who was actually a common worker of the gang and getting same wages with others. This was deliberately done by the management to deprive the concerned workmen from the benefit of wages and other facilities as provided in NCWA. The management not only directly allotted the work to the concerned workmen but also inspected the place of work, supervised and assessed the work done by them. The bills were prepared by the management and payments were disbursed to individual workers directly by the management and hours of work in respect of the concerned workmen were regulated just in the same manner of those of regular workers and they enjoyed the same weekly holidays and some other benefits in as much as they have sometimes been allowed the medical treatment facilities directly by the management. The tools and implements for execution of jobs were being supplied by the management. There existed the relationship of master and servant between the management and the concerned workman. The work they were instructed to do were vitally connected with the health sanitation and welfare of the workers and permanent and perennial in nature. The job of sweeping, cleaning and dusting in coal mines have been declared to be prohibited category of job by the appropriate government and as such this could not be carried out through a contractor. The present Gopalichuck colliery is an amalgamated unit of Gopalichuck, New-merine, Sudamdih A in Chandra, central Gopalichuk which has a total area of 4 square KM with a residential population of about 1000 and there were more than 1800 houses with drain and walking roads scattered over the vest area. The management had a strength of permanent sweepers daily available for management 11/12 heads. It is therefore very clear that there is a constant and permanent requirement of these workers to work for the proper maintenance of sanitation and sweeping jobs of the colliery. In Kendwadih Colliery Smt. Ram Kali and 15 others such workers doing the same job in similar manner. These workers raised their demand for regularisation by an industrial dispute which ended in failure and referred to CGIT for adjudication. The Hon'ble Tribunal No.1, Dhanbad in disposing of the Reference No.49 of 1988 concerning Smt. Ram Kali and others passed an award directing the management to absorb them and they have since been absorbed in the roll of the company. Therefore it is very clear that the same management is pursuing a discriminatory policy in the matter of their regularisation for same job in their different units. This is highly unjustified. It has been prayed that the Hon'ble Tribunal may be graciously pleased to pass an award in favour of the concerned workmen directing the management to regularise them in the roll of the company.

3. The management has filed written statement stating therein that the reference is not maintainable both on law and the facts of the case. The concerned workmen were never employed by the management nor they were on the roll of the colliery. In order to avoid accumulation of garbage in the colliery, it is necessary not only to create hygienic conditions, but also for the safety of the mine and to get the garbages cleaned occasionally. As such when such situation arises contractors are employed to do the job who engage females to perform this work. The work of the females in question is supervised by the contractor. The only function of the management is to make payment of the contractors bill after seeing that the garbages have been cleaned. The nature of the job of cleaning garbages in the colliery is neither constant nor permanent nature of job. Such jobs occur occasionally and no employers can afford to keep such female workers on their roll to perform such occasional job, as such, invariably as and when required contractors are appointed to clean the garbages. There is no master and servant relationship between the employers and no such contractual workers. The ultimate test of higher and fire in such relationship is absent in such cases, where persons are employed by contractors on their sweet will. In this connection the decisions in (i) AIR 1981 J & K 60-Union of India vs. Abdul Rahman, (ii) Shivanand Sharma vs. Punjab National Bank-1945(I) LLJ-688, (iii) Chhotanagpur Coalfield workers' Union Vs. Kargali Colliery-1952 (II) LLJ-23, (iv) Cooke & Kelvey Limited Vs. Their employees - 1955 (II) LLJ-532, (v) Tractors & Farm Equipments Ltd. Vs. Labour Court-1983 Lab. I.C.46 and (vi) Dharangdhar Chemicals & Works Ltd. vs. State of Saurashtra-AIR 1957 SC 264 referred for Hon'ble Court's consideration. The Contract Labour (Regulation & Abolition) Act, 1970 never prohibits employment of workers through contractors and as such for doing such occasional jobs, the employers are entitled to engage contractors to complete such jobs. The Area President, Rashtriya Colliery Mazdoor Sangh raised an industrial dispute before the Asstt. Labour Commissioner (Central), Dhanbad on 19-5-1987 regarding the alleged denial to departmentalise the concerned workmen. In that letter it was accepted by the Area President that the concerned Kamins were working under contractor. It has been submitted that on receipt of A.L.C. (C)'s letter dated 16-9-87 the Dy. C.M.E., Gopalichuk Colliery vide letter dated 11-11-87 intimated the facts of the case to the Asstt. Labour Commissioner (C) and submitted that the concerned Kamins were not on the roll of the colliery and they never worked under the supervision of the management. It was further submitted that on account of accumulation of garbage the persons are engaged to clean the garbage purely on temporary basis. It is submitted that there is no question of the concerned workmen completing 240 days attendance in a year or 120 days in a period of six months as the work was purely temporary in nature. It has also been said that M/S. B.C.C. Ltd. being a public sector undertaking has to comply with the rules of

the employment through Employment Exchange under Employment Exchanges Act and to make appointments regarding rules for appointment of Scheduled Caste/Scheduled Tribe Candidates. Regularisation of the concerned workmen by the employers will be against the said rules of employment and will be also against Articles 14, 16 and 19 of the Constitution of India. In this connection decisions in *New Delhi Mazdoor Union vs. Scope*-1992-Lab.I.C. 854, (ii) *K.K. Thila Khan vs. Fertilizers & Chemical Travel Coe*-1992 LLJ 782, (iii) *workman of Food Corporation of India vs. Food Corporation of India*-1985 Lab.I.C.876, (iv) *P. Karmakaran vs. Chief Commercial Superintendent*-1983(I) LLJ-570, (v) *Dinesh S. Parma vs. State of Gujarat*-1992 (II) LLJ-84 and (vi) *Delhi Development Horticulture Employees Union vs. Delhi Administration*, 1992 Lab.I.C.854 are quoted for consideration of Hon'ble Tribunal. It has been submitted that Hon'ble Supreme Court held in *Dinath vs. National Fertilizer* 1992-Lab.I.C. 75 that the contract labours employed do not become the direct employees of the principal employer and it went so far to say even the violation of the Contract Labour (Regulation & Abolition) Act, 1970 does not give any claim to such workers to claim regularisation from the employers and that Act does not provide for total abolition of contract labour.

It has been prayed that in view of the above decision the concerned workmen are not entitled to claim regularisation and hence they are not entitled to any relief.

4. Rejoinders have been filed by the management and the workmen stating more or less as has been stated in the written statement and denying facts to each other.

5. The Management has produced MW-1-Janardan Prasad who has supported the written statement of the management. The concerned workmen, MW-1-Pani Kamin who has supported the written statement filed by the concerned workmen and WW-2-Ram Chandra Rai, Attendance Clerk of Gopalichak Colliery of M/s. BCCL. He has proved Exts. W-1 to W-1/83 and also Ext. W-2 series.

6. The learned counsel of the management argued that the dispute is belated and it cannot be considered. The reference was made in the year 1993, it shows that there was inordinate delay. In this respect the management has referred 2004 Lab.I.C.2010 Punjab and Haryana High Court laid down-Inordinate delay of about 9 years, on part of workman and that too without any explanation or justification for said delay-Reference liable to be rejected through provisions of Limitation Act does not apply to proceedings under I.D. Act. In this respect 2000 Lab.I.C.703 (SC) relied on and also AIR 2000 SC 839, 2000 AIR SCW 397, (1999) 9 SCC 178 have been referred. It shows that there is no explanation mentioned by the workmen for such delay of about 9 years.

7. The learned representative of the workmen argued that MW-2 who is an employee of the management has

stated that he was working as Attendance Clerk-cum-Time Keeper at Gopalichak of BCCL and he has proved work orders marked Ext. W-1 to W-1/83 series. In this respect the learned counsel of the management argued that this is work order and it does not show in regular employment of the concerned workmen. He also argued that this is contract work which has been given to Pani Kamin for doing the work. Ext. W-2 is only affidavit filed by the concerned workmen, Pani Kamin, Lalti Kamin, Piyaria Kamin, Sundaria Kamin, Somari Kamin, Sanichara Paswan, Vimiti Kamin, Fulo Kamin, Mani Kamin and Srimati Kamin.

8. The next witness WW-2 said in cross-examination "I have not obtained permission from the management for deposing in this case". It shows that he is indisciplined employee of the management who come to the court without permission to give his evidence. The management's counsel argued that WW-2 has stated "the work orders were not prepared in my presence and I cannot say under whose signatures those work orders were issued". It only shows that they were Exts. W-1 to Ext. W-1/83 are issued by whom he has got no knowledge, so no benefit can be given to the concerned workmen. Only WW-2-Ram Chandra Rai stated that "I used to see that they were cleaning ash per day". It shows that they were working on the strength of work orders. In this respect WW-1-Pani Kamin in cross-examination stated that "We concerned workmen did not get appointment letter from the management and no letter for stopping of work or notice was given to us". In this respect management's counsel argued that they were not appointed, no appointment letters were issued to them. There is no proof that they have worked for 240 days in a year.

9. The documents proved and filed by the workmen are Ext. W-1 to W-1/83 and these are work orders which have been given by the management and this work order does not create any right of employment. The management's counsel argued that before A.L.C.(C) the union admitted that the concerned workmen are contractor's workmen. He also argued that vide letter dated 19-5-87 the Area President of RCMS raised dispute before the A.L.C.(C) for regularisation of the concerned workmen after ten years which is not justified at all. Moreover, vide letter dated 19-5-87 during conciliation proceeding the Area President accepted that the concerned Kamins were working under contractor. The management's witness MW-1 has also stated that they were engaged by the contractor, Pani Kamin. It supports the case of the management as per documents filed on behalf of the workmen and proved by WW-2 which are work orders issued by the management to Pani Kamin. It only shows that the concerned workman were working on casual basis as and when required by the management. As regards judgement filed by the workmen regarding reference No. 49 of 1988 the facts of above reference are not before this court so it could not be said that on what basis of facts the above judgements has been passed.

As per law laid down by the Hon'ble Supreme Court reported in Umadevi's case no regularisation can be done in the present case even if they have worked 240 days in a year or 120 days in six months before stopping of work.

10. Accordingly, the following is rendered—

The demand of the Union for regularisation of Smt. Pyaria Kamin and 9 others, namely, (1) Smt. Pyaria Kamin, (2) Pani Kamin, (3) Binati Kamin, (4) Fulia Kamin, (5) Shrimati Kamin, (6) Mani Kamin, (7) Sudamia Kamin, (8) Lalti Kamin, (9) Somari Kamin, (10) Sanichara Paswan is not justified, and hence, the concerned workmen are not entitled to any relief.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संदर्भ संख्या 248/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/318/93-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 248/1994) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/318/93-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s.10(1)(d)(2A) of I.D. Act, 1947.

Reference No. 248 of 1994

Parties: Employers in relation to the management of
Central Store Joalgora of M/s. B.C.C. Ltd.

And

Their Workman

Present:

Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : None

For the Workman : None

State : Jharkhand.

Industry : Coal.

Dated, the 16th December, 2008

AWARD

By Order No. L-20012(318)/93-IR (Coal-I) dated 24-10-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Central Store Joalgora of M/s. B.C.C. Ltd. in not promoting Shri Sudarshan Pandey, Store Keeper as Sr. Store Keeper w.e.f. 4-2-86 is justified? If not, what relief the concerned workman is entitled to?"

2. The order of reference was received in this Tribunal on 4-11-94. After notice both parties filed their respective written statements, rejoinder and document. Thereafter in spite of giving adjournments and sending notice by register post till 6-8-2008 no step has been taken on behalf of the workman to contest the case. It seems that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संदर्भ संख्या 49/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/81/88-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/1989) of the Central Government Industrial Tribunal/ Labour Court, No. I, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the

management of M/s B.C.C.Ltd. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/81/88-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s.10(1)(d)(2A) of I.D. Act

Reference No. 49 of 1989

Parties: Employers in relation to the management of
Murlidih Colliery of M/s. B.C.C. Ltd.

And

Their Workmen

Present :

Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : None

For the Workmen : None

State : Jharkhand.

Industry : Coal.

Dated, the 15th December, 2008

AWARD

By Order No. L-20012/81/88-D.IV(A) I.R. (Coal-I) dated 5-5-1989 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Murlidih Colliery of M/s. Bharat Coking Coal Ltd. in dismissing from service Shri Jagdish Bhuia, Underground Loader, w.e.f. 30-4-1986 is justified? If not, to what relief is the workman entitled?"

2. The order of reference was received in this Tribunal on 16-5-1989. After notice both parties filed their respective written statements. In spite of giving adjournments and also sending two notices even then no step has been taken on behalf of the workman. It, therefore, appears that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. Accordingly, I render a 'No Dispute' Award in the present reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 283.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. I, धनबाद के पंचाट (संदर्भ संख्या 109/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं. एल-20012/487/98-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 283.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/1999) of the Central Government Industrial Tribunal/ Labour Court, No. I, Dhanbad now as shown in the Annexure. in the Industrial Disputes between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/487/98-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference u/s.10(1)(d)(2A) of I.D. Act

Reference No. 109 of 1999

Parties: Employers in relation to the management of
Barora Coal Washery of M/s. B.C.C. Ltd.

And

Their Workmen

Present :

Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : None

For the Workmen : None

State : Jharkhand.

Industry : Coal.

Dated, the 15th December, 2008

AWARD

By Order No. L-20012/487/98-IR (C-1) dated 4-6-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Barora Coal Washery of M/s. BCCL, Dhanbad, in denying to refer Shri Ram Bishun Nonia, Fitter Helper-cum-Greaser, to the apex medical board for the assessment of his age is justified? If not, to what relief is the concerned workman entitled to?"

2. The order of reference was received in this Tribunal on 15-6-1999. In spite of notice being sent to the sponsoring union neither any step was taken on behalf of the concerned workman nor any written statement has been filed till 30-10-2008. It, therefore, appears that neither the sponsoring union nor the concerned workman is interested to contest the present case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या I, धनबाद के पंचाट (संदर्भ संख्या 148/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2009 को प्राप्त हुआ था।

[सं. एल-20012/342/1983-आई आर(सी-I)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 148/1990) of the Central Government Indus. Tribunal/ Labour Court, No.I, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s BCCL and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/342/1983-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s.10(1)(d)(2A) of I.D. Act

Reference No. 148 of 1990

Parties: Employers in relation to the management of
Gopalichak Colliery of M/s. B.C.C.Ltd.

And

Their Workman

Present :

Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri S.N. Sinha, Advocate

For the Workmen : None.

State : Jharkhand.

Industry : Coal.

Dated, the 15th December, 2008.

AWARD

By Order No.L-20012/342/83-D.III(A)/IR (Coal-I) dated 15-6-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Gopalichak Colliery of M/s. Bharat Cooking Coal Ltd., in dismissing from service Shri Girdhari Mahto, U.G. Trammer and Shri Ram Bilas Yadav, Shet Firer w.e.f 13-9-83 is justified? If not, to what relief the two workmen entitled to?"

2. In this case the written statement has been filed on behalf of the workman stating therein that both the concerned workman were employed prior to nationalisation of the coal mine and put their unblemished record of service, and they were active members of the sponsoring union and were fighting the cases of the workmen employed in the colliery. The concerned workmen were chargesheeted due to their union activities vide chargesheet dated 7-6-1983 issued by the Agent of the colliery under clause 18 (1) (6) (5) (r) and (t) of Model standing order for Coal Mining Industry. The concerned workmen replied to the chargesheet on 20-6-1983 denying the charges levelled against them. It is alleged that before receipt of the reply on 20-6-83 the management constituted enquiry and appointed Shri M.P. Verma, Personnel Manager of the Colliery as Enquiry Officer and Shri E.H. Khan as Presenting Officer on behalf. After departmental enquiry the Enquiry Officer held both the concerned workman guilty of the charges levelled against both the concerned workman, accordingly they were dismissed from service. It has been alleged that the workman concerned in one hand were dismissed from services and on the other hand charged with criminal offences and tried before the criminal court under Sec.448, 342 & 323/34 of the IPC. In the criminal proceedings under Sec.448 of IPC both the workmen were not found guilty. But the judicial magistrate by his order dated 22-3-86 found them guilty under Secs. 323 & 342 of IPC and directed the two workmen to execute bond for

maintaining good behaviour for two years of Rs. 2000 of surities but released them under the probation of offenders Act. After dismissal the concerned workmen raised an industrial dispute before A.L.C. (C), Dhanbad, which ended in failure and the Government of India, Ministry of Labour referred the dispute for adjudication to this Tribunal. It has been prayed that the reference be answered in favour of the workmen by ordering reinstatement of the concerned workmen with full back wages.

3. The written statement has been filed on behalf of the management stating therein that the concerned workmen S/Shri Girdhari Mahato was working as U/G Trammer and Ram Bilash Yadav was working as shot-firer in Gopalichuk Colliery of the management. On receipt of a report in regard to certain acts of misconducts having been committed by the concerned workmen, the Agent issued charge-sheet No.Gop/Per/F-83/3093 dated 7-6-83 and chargesheet No.Gop/Per/F-83/3094 dated 7-6-83 to both the concerned workmen respectively under model standing order of the Gopalichuk Colliery. The charges framed against the concerned workmen in the aforesaid chargesheet are—

"That today i.e. 7-6-83 at about 8.30 A.M. you collected about 40 workers in front of the office of Gopalichuk Colliery and Gharoed Sri B. Mehrotra, Sr. P.O. and S.N. Dubey, W.O.(I). You did not allow them to move out and thanked even a glass of water and kept them under confinement. At about 10 A.M. when Sri A.P. Sinha, Manager, Gopalichuk Colliery reached at the colliery office, he tried to pacify you, but you did not see any reason. You incited the mob abused the Manager in the filthy language and attacked him, you caught hold of his hair, pulled him down and dragged him and assaulted. As a result Sri Sinha sustained injured in his neck, head, hand and back. Had he not been rescued by officer, staff and some loyal workers, the consequences would have been serious, Sri Kailas Tiwary, Guard also received injuries on his hand and chest while rescuing Shri Sinha.

You are, therefore, charged under clause 18(IC), i.e. (IR) (IC) of the Model standing order for Coal Mining Industry applicable to Gopalichuk Colliery."

To enquire into the charges the management appointed Shri M.P. Verma, P.M., Kustore as Enquiry Officer on 18-6-83. The Enquiry Officer conducted the domestic enquiry fairly and properly. He gave full opportunity the concerned workmen which they availed. On the basis of enquiry held by him, the Enquiry Officer submitted his report to the management holding the concerned workman guilty of the charges. The report of the Enquiry Officer and proceeding of the enquiry with connected paper were examined by the competent authority and being satisfied with the enquiry report the concerned workmen were dismissed from services vide office order No. Gop/Per/CS/83/4297 & Gop/Per/CS/4298 dated 13-9-1983 issued by the Agent, Gopalichuk Colliery

of M/s. B.C.C.Ltd. It has been submitted that the action of the management is justified in dismissing the concerned workman from service w.e.f. 13-9-83.

4. The concerned workmen have not produced any oral evidence, whereas the management have produced MW-1-Sipin Mehrotra, MW-2-Sata Nand Dubey, MW-3-Shankar Kesh, MW-4-Akhilesh Prasad Sinha, and MW-5-Kailash Tiwari, who have supported the written statement filed on behalf of the management. They has also narrated the charges levelled against the chargesheeted workmen. They also said that the concerned workmen assaulted senior official causing injury in his neck, head, hand and back causing serious injury. The witness MW-3 has stated that when Sri Sinha tried to get up, Girdhari Mahato caught hold his hair and fished him and Sri Sinha fell down and at that time when we were trying to help Sri Sinha to get up Rambilas Yadav tried to strike with his shot firer stick resulting which Mr. Sinha as well as one Mr. Vidarthi suffered assault of the stick. It shows that the misconduct of the concerned workmen was serious in nature.

5. Argument has been heard on behalf of the management. None argued on behalf of the workmen.

In view of the above, I come to the conclusion that the dismissal of the concerned workman is justified.

6. In the result, I render the following award:

The action of the management of Gopalichuk Colliery of M/s. B.C.C. Ltd. in dismissing from service Shri Girdhari Mahto, U.G. Trammer and Shri Ram Bilas Yadav, Shot Firer w.e.f. 13-9-83 is justified and the concerned workmen are not entitled to any relief.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संदर्भ संख्या 90/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं. एल-20012/522/98-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 285.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/1999) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/522/98-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference U/s 10(1)(d)(2A) of I.D. Act.

Reference No. 90 of 1999**Parties :** Employers in relation to the management of
Bhargora Area of M/s. B. C. C. Ltd.**And****Their workmen****Present :** Shri H.M. Singh, Presiding Officer**APPEARANCES****For the Employers :** Shri D. K. Verma, Advocate**For the Workman :** None**State :** Jharkhand.**Industry :** Coal.**Dated,** the 16th December, 2008**AWARD**

By Order No. L-20012/522/98-IR (C-I) dated 17-5-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“क्या यूनियन कि मांग कि श्री सरदार अली की इस्ट भगतडीह कोलि. बी.सी.सी.एल. में कैमरामैन के पद पर नियमित किया जाए, उचित है ? यदि हाँ तो कर्मकार किस राहत के पात्र हैं ?”

2. The order of reference was received in this Tribunal on 15-6-1999. In spite of several years passed no written statement has been filed on behalf of the sponsoring union. Thereafter, registered notice was sent, but even then none appeared on behalf of the workman to file written statement. It seems that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference.

H. M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या II, धनबाद के पंचाट (संदर्भ संख्या 158/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं. एल-20012/204/96-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 158/1997) of the Central Government Industrial Tribunal/Labour Court No. II, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/204/96-IR (C-I)]

SNEH LATA JAWAS, Desk Officer**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD****Present :** Shri H.M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 158 of 1997**Parties :** Employers in relation to the management of
Block-2 Area of M/s. B. C. C. L. and their workman.**APPEARANCES****On behalf of the Workmen :** Shri B. N. Singh, Advocate**On behalf of the Employers :** Shri D. K. Verma, Advocate**State :** Jharkhand.**Industry :** Coal.**Dated,** Dhanbad, the 23rd December, 2008**AWARD**

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/204/96-IR(C-I), dated the 8th September, 1997.

SCHEDULE

“Whether the claim of the Union that Ms. Bhukhin Bai as dependent of Late Phirtin Bai is still eligible for the benefits under para 9.4.2 of NCWA is legally justified ? If so, to what relief is the dependent entitled ?”

2. As per W. S. of the concerned workman late Phirtin Bai, Quarry Loader of Nudkharkee Colliery died on 3-10-87 while in employment leaving behind her three daughters named Bhudhin Bai, Sukhin Kumar and Mantora Kumari who were totally dependent on late Phirtin Bai while she was in employment. Late Phirtin Bai also left behind her husband Ram Pyare Dhoba who was also working as quarry loader in the above named colliery and who entered marriage with another woman after death of his first wife late Phirtin Bai. After death of late Phirtin Bai, her husband and her two daughters claimed employment in writing with true consent of one another for Bhurkhin

Bai, eldest daughter of late Phirtin Bai in place of late Phirtin Bai under clause 9.4.2 of NCWA. Subsequently, after receipt of all relevant paper Nudkharkee Colliery management of Block-II Area and the Area Management forwarded such papers to BCCL Headquarters Koyala Bhawan for its approval to provide employment to Bhukhin Bai. But during pendency of the matter Sri Ram Pyare Dhoba the father of Bhukhin Bai reported to the management that Bhukhin Bai got herself married and accordingly the matter of her employment was regretted by Koyala Bhawan, Dhanbad vide Letter No. 9212 dated 26/31-3-1992. It has been stated by the workman that the report of Sri Ram Pyare Dhoba, the father of Bhukhin Bai, about the marriage was wrong and it was written under pressure of his Second wife in drunken state of his mind. This all revealed from perusal of letter dated 30-1-1993 of Shri Ram Pyare Dhoba addressed to the Personnel Manager of Block-II Area duly received by the office of the said area on 30-1-1993 itself. Vide this letter dated 30-1-1993 Shri Ram Pyare Dhoba has communicated to the management in the manner stated herein this para and has requested the management to give employment to Bhukhin Bai in place of his first wife late Phirtin Bai, later mother of Bhukhin Bai. Consequent upon letter dated 30-1-1993 and earlier letter dated 8-10-1991 the P.M. Block-II Area wrote letter No. 227 dated 8-2-1993 to G.M. (Personnel) Koyala Bhawan, Dhanbad requested him to take necessary action for considering case for employment of Bhukhin Bai. But no response was given by the BCCL, Headquarters. Thereafter an industrial dispute was raised before the ALC(C), Dhanbad which ultimately resulted reference to this tribunal for adjudication. It has been prayed on behalf of the workman to pass an Award directing the management to give employment to Bhukhin Bai as dependent to late Phirtin Bai under clause 9.4.2 of NCWA.

3. A. W. 8 has been filed on behalf of the management stating therein that the present reference is not legally maintainable because of the fact that the concerned lady is not a workman of the management and as such she cannot raise any industrial dispute on the issue of her employment and she cannot become the member of any union. Therefore, the present reference is not arising out of any industrial dispute. It has been further submitted on behalf of the management that any rule or settlement containing any clause for employment of relatives of workmen describing them as dependent is ultra vires the Constitution of India and no one can claim any such right for employment of his near relatives. The provision containing NCWA relating to employment of dependents may be considered as guideline for compassionate employment taking into facts and circumstances existing at a particular time. It has been further submitted that management in order to reduce its manpower have introduced several voluntary retirement schemes to save the company from its economic crisis. As the company is

having surplus manpower and has been declared sick industry it cannot provide employment to large number of relatives of workmen on some plea or other who are claiming vested right under the provisions of NCWAs. It has been submitted that one lady named Phirtin Bai wife of Shri Ram Piare Dhoba was working as quarry worker in NOCP of Block II Area. Her husband was also a workman of the company and is still continuing in the employment. Smt. Phirtin Bai died on 3rd October, 1985 and the concerned lady presented herself as the dependant daughter of Smt. Phirtin Bai and demanded employment in place of her mother in the year 1987. Her father was the earning member of the family and there was no ground for advancing any claim for her employment on any compassionate ground. Further more her father Sri Ram Piare Dhoba gave his statement to the effect that the concerned lady was his daughter and she was already married and was not dependent on him or his wife, late Phirtin Bai. However, the management considered the aspect of the matter and in view of the prevailing uneconomic situation of the company with surplus manpower, could not accede to the demand of the concerned lady to provide her employment in the capacity of daughter of Phirtin Bai. As the management did not accept her demand, the genuinity of relationship was not verified. It has been further submitted on behalf of the management that there is no merit in the claim of the concerned lady and accordingly an Award may be passed rejecting the claim of the concerned lady.

4. Both the parties have filed their respective rejoinder admitting and denying the contents of some of the paras of each other's W. S.

5. In order to substantiate its case management has produced Shri Nand Lal Pandey who has been examined as MW-1. He has proved documents marked as Ext. M-1, M-2, M-3, M-4, M-5, M-6, M-7 and M-8. On behalf of the concerned workman the concerned lady examined herself as WW-1 and Shri Biswas Shankar Vidyarthi as WW-2. Documents have been marked on their behalf as Ext. W-1 to W-4.

6. Main argument advanced on behalf of the workman is that the applicant Bhukhin Bai who is daughter of Phirtin Bai is eligible for the benefit under clause 9.4.2 of NCWA for employment because on the death of her mother Phirtin Bai on 3rd October, 1987 she was dependent daughter. It has also been argued that the husband Ram Piare Dhoba who was working as quarry loader in the same quarry has entered into marriage in due course with another woman after death of his first wife late Phirtin Bai and he and her two daughters claimed employment in writing with true consent of one another for Bhukhin Bai, eldest daughter of late Phirtin Bai in place of late Phirtin Bai under the provisions of para 9.4.2 of NCWA. The management of Block II Area forwarded papers to BCCL Headquarters for giving employment to Bhukhin Bai. In the meantime when

the application for consideration of employment was pending Ram Piare Dhoba reported that Bhukhin Bai has got herself married. Thereafter employment was rejected by the management. It has been argued further Ram Piare Dhoba in drunken state under pressure of second wife has communicated wrong facts regarding non-employment of present workman because her father was very much influenced by his second wife and BCCL management has refused to give employment. So industrial dispute has arisen and it has been argued that under clause 9.4.2 of NCWA present workman is entitled for employment after death of her mother.

7. Ld. Counsel for the management argued that the present workman is not entitled for employment of the ground that present workman is a lady and there is no work for providing female workman. Second ground they have urged that the management is already having surplus manpower and in order to save the company from its economic crisis they have introduced several voluntary retirement schemes for reduction of manpower. So there is no scope for employment. Third argument advanced by the management is that dependent's employment is provided for financial help but the father of concerned workman is already employed. So there is no financial hardship. So employment cannot be provided on that ground. It has been admitted by WW-1 Bhukhin Bai in her cross-examination that when her mother was alive they all used to live together including her father and that when her mother died her father was in the service of the management. As per certificate issued by Gram Panchayet it shows that present workman has got 22 years of age and she was daughter of Ram Piare Dhoba but it does not mention the name of mother as Phirtin Bai. WW-2 an employee of Nudkharkee Colliery and has given evidence that present workman is dependent of late Phirtin Bai and his father Ram Piare Dhoba in drunken stage has raised objection under the influence of the second wife.

8. As per Ext. W-1 the matter was referred by the P. M., Block-II Area to the Dy. CPM (MPR), Koyala Bhawan for providing employment to the present workman. As per Ext. W-2 and W-3, Ext. W-2 has been moved by the father of the concerned workman for giving employment and Ext. W-3 was a letter by the Personnel Manager, Block-II Area to the GM(P) Koyala Bhawan, Dhanbad regarding the concerned workman that her father Ram Piare Dhoba who is an employee of Nudkharkee Colliery of the management has given letter that her daughter Bhukhin Bai has married and it has been forwarded to the BCCL Headquarters vide letter dated 13th February, 1991. After that he has moved another application on 5th September, 1991 mentioning therein that his daughter Bhukhin Bai's marriage is wrong and employment be given to Bhukhin Bai, in place of her mother. Ext. W-4 has also been moved by her father for giving employment to his daughter Bhukhin Bai. Ext. M-2 has been given by the father of the concerned workman

that Bhukhin Bai has got married so employment has been demanded for younger daughter Manu Kumari. On this basis order has been passed by the management as per Ext. M-3 and Ext. M-4 was also a letter by the P. M. Block-II Area to the Dy. CPM (MPR), Koyala Bhawan and Ext. M-5 is also a letter issued by the management to the concerned workman for refusing employment.

9. The concerned workman's father has given in writing that the concerned workman has got married so employment be not given. Employment cannot be claimed as a matter of right. It is only for financial help. In the present case it shows that the concerned workman has got married so his father has moved application that she is married so she should not be given employment. Subsequently her father moved another application that under drunken state and influence of second wife he has written so. It shows that as per NCWA's clause 9.4.2 agreement regarding present workman employment cannot be given by the management and there is no merit in the claim of the concerned workman. Accordingly following Award is rendered.

"The claim of the Union that Ms. Bhukhin Bai as dependent of Late Phirtin Bai is still eligible for the benefits under para 9.4.2 of NCWA is not legally justified. Consequently the dependent is not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संदर्भ संख्या 260/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2009 को प्राप्त हुआ था।

[सं. एल-20012/126/2000-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 260/2000) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 7-1-2009.

[No. L-20012/126/2000-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, AT DHANBAD****Present:** Shri H.M. Singh, Presiding OfficerIn the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947**Reference No. 260 of 2000****PARTIES:** Employers in relation to the management of
Ramkanali Colliery of M/s. BCCL and their
workman.**APPEARANCES**On behalf of the Workman : Mr. B. N. Singh General
Secretary.On behalf of the employers : Mr. D. K. Verma, Advocate.
State : Jharkhand. Industry : Coal.

Dated, Dhanbad, the 22nd December, 2008

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on the under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/126/2000-IR (C-I), dated the 14th September, 2000.

SCHEDULE

"KYA NATIONAL COAL WORKERS CONGRESS
KII MANG KI SHRI SHASHI KUMAR KO
B. C. C. L., RAM KANALI COLLIERY KEY
PRAVANDTANTRA DWARA 13-11-90 SEY
DRAUGHTSMAN GRADE 'C' KEY PAD PER
NIYAMITA KIYA JAYA UCHIT EVAM CADARE
SCHEME KEY ANUSAR HAIN? YADI HAN TO
KARMI KAR KIS RAHAT KEY PATRA HAIN
TATHA KISTARIKH SAY?"

2. The case of the concerned workman as per their W. S. is that the concerned workman Shashi Kumar has been working in Ram Kanali Colliery since sometimes in November, 1989 and he was appointed as Draughtsman (Trainee) *vide* office Order No. 8940 dated 7th December, 1989. After successful completion of training he was regularised in the post of Tracer/Asstt. Draughtsman Grade-F *vide* office Order dated the 28th September, 1991 w.e.f. 13th November, 1990 as per the recommendation of D.P.C. although he was entitled to be regularised as Draughtsman Grade-C as per cadre scheme. Thereafter the concerned workman started submitting his protest and made repeated protests during a period of several years. On repeated protest of the concerned workman the management issued another office order No. 1870 dated 5/6-11-96 by which the concerned workman was

designated as Asstt. Draughtsman Grade-D with immediate effect. Since the concerned workman was not given his correct designation of Draughtsman and Grade-C he went on giving protests against management's action in giving him lower designation of Asstt. Draughtsman in Grade-D and not giving him proper designation of Draughtsman in Grade-C. Subsequently *vide* office order No. 2482 dated 16-3-98 the management regularised the concerned workman as Draughtsman with retrospective effect from 13-11-90 without back wages but by giving him notional seniority w.e.f. 13-11-90. According to the workman this action of the management is irregular, arbitrary and against the cadre scheme. Being aggrieved with such action for the management the union of the concerned workman raised an industrial dispute before the ALC (C) Dhanbad who advised the management to treat the concerned workman as Draughtsman in Grade- w.e.f. 13-11-90 with all benefits but the management did not pay any heed to his advice and ultimately on failure of the conciliation proceeding the present reference was made to this Tribunal for adjudication. It has been prayed on behalf of the workman to pass an Award in favour of the concerned workman directing the management for regularisation of the concerned workman as Draughtsman in Grade-C w.e.f. 13-11-90 with all benefits which the concerned workman is entitled after completion of his successful training as Draughtsman.

3. As per W.S. of the management wherein they have stated that as per the cadre scheme, a workman with matriculation certificate together with Draughtsmanship Certificate from ITI can be initially recruited as Tracer in Technical Grade E. A workman with matriculation certificate together with Draughtsmanship Certificate from ITI can be initially recruited as Tracer in Technical Grade-E. A workman with matriculation certificate possessing aptitude on the job of tracing and drawing and having performed his duties for a minimum period of five years in survey discipline can be considered for his selection to the post of Draughtsmanship trainee and after passing the training course, he has to be appointed as Tracer in Technical Grade-E. The concerned workman did not possess the necessary qualification of Draughtsmanship from ITI and was considered as departmental candidate on the basis of approach made by the union on his behalf and he was put as trainee for Draughtsmanship by office order dated 7-12-89. Subsequently management *vide* office Order dated 28-9-91 regularised the concerned workman as Tracer/Assistant Draughtsman and gave him Grade-F w.e.f. 13-11-90. It has been stated by the management that a workman is initially to be put as Tracer in Grade E which is one grade lower than Grade F, but the management showed him favour and put him in Grade F considering him Tracer as well as Assistant Draughtsman though there is no such post of Tracer/Assistant Draughtsman in the cadre scheme. The post of Asstt. Draughtsman or Junior

Draughtsman attracts the grade D as per the cadre scheme. A workman possessing matriculation certificate and completing training of Draughtsman should be placed as Tracer initially in Grade-E. But the management gave the concerned workman one grade higher in violation of the cadre scheme which gave opportunity to the concerned workman to raise dispute for fixation in Grade-D. Thereafter the mistake was detected and the management promoted the concerned workman to the post of Assistant Draughtsman from the post of Tracer Grade-F to Grade-D instead of from Grade-E to Grade-D and gave notional seniority with effect from 13-11-90. This was given at the time of his promotion from post of Tracer to the post of Assistant Draughtsman. The earlier designation put as Assistant Draughtsman equalising to the post of Tracer was obviously mistake committed by the local management to show him favour by putting him in Grade-F instead of Grade-E by describing him as Tracer only. Thus the concerned workman got benefit of grade F in place of Grade-E from 13-11-90 and got the notional seniority in Grade-D w.e.f. the same date instead of 14-10-96 from which date he was promoted from the post of Tracer to Assistant Draughtsman. It has been further submitted that the concerned workman after getting advantage of the higher grade as well as notional seniority and all the promotion and benefit has made out the present case with some ulterior motive to get wages of grade-D from 13-11-90 although he was entitled for grade-E from that date. It has been further stated that the concerned workman is not entitled to get any relief as per the cadre scheme and an Award may kindly be passed accordingly, rejecting the claim of the concerned workman.

4. Both the parties have filed their respective rejoinder admitting and denying the contents of some of the paras of each other's W.S.

5. The concerned workman has produced himself as WW-1 and management have produced Shri Ashok Kumar Singh as MW-1. No document has been marked either of the side.

6. MW-1 in course of his evidence has deposed that he is working as a Clerk in Personnel Section of Ram Kanali Colliery of M/s. BCCL. All the documents relating to the establishment are being maintained in Personnel Section. The concerned workman Shashi Kumar was appointed as Draughtsman (Trainee) in Cat. I. He has deposed that as per Cadre Scheme the concerned workman was to be regularised in Grade-'E'. But he was regularised in a higher grade i.e. in Grade-'F'. From Grade 'F' a Draughtsman is promoted to Grade-D and then from Grade 'D' to Grade 'C' and from Grade 'C' to Grade 'B' and lastly from Grade 'B' to Grade-A. No one can be appointed in Grade 'C' directly. At the time of his regularisation the designation of the concerned workman was mentioned as Tracer/Draughtsman which was the mistake done and it was rectified subsequently and correct designation was later mentioned

as Draughtsman. The concerned workman was also granted notional seniority of a Draughtsman. The demand of the concerned workman that he was to be regularised w.e.f. 13-11-90 as Draughtsman Grade 'C' is not justified. The concerned workman WW-1 in course of his evidence in cross-examination stated that initially as per the cadre scheme appointment is made as Tracer but since he was having requisite qualification and experience also for the post of a Draughtsman he was being appointed as Draughtsman Trainee. He has further stated in his cross-examination that a Tracer is being placed in Grade-E. As per the Cadre scheme after working as a Tracer for five years a workman is promoted as Asstt./Junior Draughtsman in Grade-D. After three years experience on the said post a workman is promoted to the post of Draughtsman in Grade-C. He has further stated that it is true that in the year 1996 from Grade-F he was placed in Grade-D and he was given the notional seniority w.e.f. 13-11-90 in Grade-D. The evidence of the concerned workman shows that he was given promotion from time to time and no promotion can be made directly on the post of Draughtsman. Ext. W-2 shows that the concerned workman was promoted to Grade-F w.e.f. 13-11-90 in the post of Tracer/Asstt. Draughtsman from Draughtsman(T) Cat. I. He was also confirmed on 13-11-90 in Grade-F. As per Ext. W-3 he was regularised in Grade-D and as per Ext. W-4 he was regularised as Draughtsman in Grade-D w.e.f. 13-11-90 instead of 14-10-96 without any back wages but with notional seniority w.e.f. 13-11-90 and his basic fixation was done notionally from the above date i.e. 13-11-90. The concerned workman has not filed any rule or circular regarding the fact that his appointment should be made directly to the post of Draughtsman. Therefore, the claim of the concerned workman that he should be regularised as Draughtsman in Grade-C w.e.f. 13-11-90 is not justified. Accordingly the following Award is rendered :—

"National coal workers congress Kii mang ki Shri Shashi Kumar ko B.C.C.L., Ram Kanali colliery key pravandhtantra dwara 13-11-90 sey Draughtsman Grade 'C' key pad par niyamita kiya jai uuchit nahi hain evam cadre scheme key aanusar nahi hain. Atta karmkar kissi rahat key patra nahi hain."

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2009

का.आ. 288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इन्डियन ऑयल कारपोरेशन लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 107/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-1-2009 को प्राप्त हुआ था।

[सं. एल-30012/37/96-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th January, 2009

S.O. 288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/97) of the Central Government Industrial Tribunal/Labour Court No. 1, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and their workman, which was received by the Central Government on 07-1-2009.

[No. L-30012/37/96-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 107/97.

Sh. Omi Lal S/o Sh. Jalhu Ram, Village Gelwady Chalk, P.O. Karleep, Teh. and Distt, Jammu (J&K)

... Applicant

Versus

The Area Manager, M/s. Indian Oil Corporation Ltd., Indane Area Office, 36-A/B, Gandhinagar, Jammu (J&K) Pin-180004.

... Respondent

APPEARANCES

For the workman : Sh. Subhash Talwar

For the management : Sh. Paul S. Saini.

AWARD

Passed on :- 5-12-08

Government of India vide Notification No. L-30012(37)/96-IR (C-1), New Delhi dated 24-2-1997 referred the following industrial dispute for adjudication of this Tribunal :-

“Whether the management of Indian oil Corporation Ltd. represented by Area Manager, Indane Area Office, Jammu have terminated services of Sh. Omi Lal violating provisions of Section 25-F of I.D. Act, 1947? If so, to what relief is the workman entitled and to what effect?”

On perusing the pleadings of the parties, it is evident that the question for adjudication referred by the Central Government is whether there existed any master-servant relationship between the workman and the management of Indian Oil Corporation, and the management has violated the provisions of Section 25-F of Industrial Disputes Act, in terminating of services of the workman? The case of the workman, in short, is that the workman worked with the management of Indian Oil Corporation from 14-3-88 to

7-8-92. At the time of his termination, he was drawing wages of Rs. 950 per month. His services were terminated without notice or retrenchment compensation against the provisions of Section 25-F of Industrial Disputes Act. After his termination, 100's of persons have been appointed by the management of Indian Oil Corporation, but he was not afforded any opportunity. On the basis of above averments, the workman has prayed for his reinstatement into the services with full back wages along with other consequential benefits.

The management of Indian Oil Corporation denied the appointment of workman with Indian Oil Corporation and stated that the workman has never worked with the management of Indian Oil Corporation, so, no question of termination of the services of the workman arise. In its written statement, the management has repeatedly mentioned that workman has never worked with the management of Indian Oil Corporation.

Parties were afforded the opportunity for adducing evidence. Sh. Omi Lal, the workman, filed his affidavit as W-1 in support of his contention. He also filed the photocopies of certain vouchers regarding his payment which were exhibited as W-2 to W-45. Sh. Stephen Ekka filed his affidavit on behalf of the management. He has also filed certain documents, A-1 to A-23 regarding the selection and appointment procedure adopted by the Indian Oil Corporation. In his affidavit, Sh. Ekka, as witness of the management, has stated that workman has never worked with the management. But during the cross-examination, Sh. Ekka, the witness of management, admitted the genuineness of Ex. W2 to W45. He categorically stated these vouchers to be correct. Original vouchers were not filed by the management.

The management in his written statement and affidavit has denied any relationship of master and servant with the workman but when the witness was cross-examined; he admitted all the vouchers Ex. W 2 to Ex. 45 and declared them to be correct. It shows that the workman has worked with the management for the period he alleged in his statement of claim. It will not be incorrect to say that the witness of management has filed a wrong affidavit before this Tribunal that the workman had never worked with the management. It was after filing of photocopies of vouchers by the workman, the witness of the management admitted the genuineness of vouchers without filing the originals. The originals of these vouchers were lying with the management, and if, management failed to file the originals adverse inference shall be drawn. The nature of adverse inference, in this case, shall be that all the photocopies of vouchers shall be treated as genuine and relied upon by this Tribunal while adjudicating the reference. The vouchers shows that from 14-3-88 till December, 1990, workman, Sh. Omi Lal, has regularly worked with the management. In all these vouchers, the language

used for the payment is 'Sh. Omi Lal, contract labour.' It was the duty of the management to prove that workman was working with it as a contract labour. The management previously denied any relationship with the management, thereafter, the relationship was admitted but management further failed to prove that workman Omi Lal worked as a contract labour. This Tribunal should not technically bind itself with the few words written in the vouchers and the reference has to be redressed on the basis of facts and circumstances of the case. The nature of payment through vouchers proved the following facts:-

1. That there was a master servant relationship between the management and the workman.
2. The payment was directly made good to the workman by the management.
3. The workman was under the direct administrative control of the management, and
4. The workman has regularly worked from 14-3-86 till his termination from the services.

Thus, it is proved by the workman that he worked with the management for more than 240 days in the preceding year from the date of his termination.

It is not the case of the management that initial appointment of workman was illegal on any count. No notice or retrenchment compensation was paid to the workman before his termination from the services. Accordingly, the management terminated the service of the workman against the provisions of the Section 25-F of Industrial Disputes Act.

If any person is engaged by the management on daily wages and such a person has completed 240 days of work with the management, such workman has a protection under the Industrial Disputes Act that his services shall not be terminated without adopting the procedure mentioned in Act. The management, in this case has, not adopted the procedure mentioned in the Act in terminating the services of the workman, which made his termination illegal.

There are two possible remedies on illegal termination from the services of the workman. The first remedy is his reinstatement into the services and another is reasonable compensation. It depends on the facts and circumstances of the case which remedy should be opted to redress the grievances of the workman. Considering the policy of the Government regarding the recruitment of persons against the regular vacancies in Indian Oil Corporation and policy of taking the work through outsourcing, I am of the view that a reasonable and proper compensation is appropriate remedy. The reasonableness of compensation depends on several factors such as amount of one month wages in lieu of one month notice, amount of retrenchment compensation, depreciation of amount, interest on the amount so calculated and the litigation expenses incurred

by the workman on account of his illegal termination. After considering all these factors, I am of the view that an amount of Rs. 50,000 will be a reasonable compensation to be awarded to the workman. The reference is accordingly answered that the termination of workman from the services is against the provisions of Section 25-F of the Industrial Disputes Act, and he is entitled for a compensation of Rs. 50,000 from the management. Accordingly, the management is directed to provide/deposit in the Tribunal an amount of Rs. 50,000 within a month from the date of publication of this award. Central Government be informed. File be consigned.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 12 जनवरी, 2009

का.आ. 289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़-I के पंचाट (संदर्भ संख्या 143/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/48/2003-आई आर(बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 12-1-2009.

[No. L-12012/48/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.

Case No. I.D. 143/2003

Sh. Sarabjit Singh, C/o Shri R. K. Singh Parmar, 211-L.,
Brari, PO-Partap Nagar, Nangal Dam, Ropar.

... Applicant.

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office-
II, Jalandhar City.

... Respondent

APPEARANCES

For the workman : None
 For the management : Sh. J.S. Sathi.

AWARD

Passed on :- 4-12-08

Central Govt. *vide* Notification No. L-12012/48/2003-IR (B-II), dated 24-6-2003 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Sarabjit Singh S/o Shri Harnam Singh, ex-peon (Daily Wage Basis) w.e.f. 28-2-2001 without any notice and without any payment of retrenchment compensation is legal and just? If not, what relief the concerned workman is entitled to and from which date?”

2. None is present on behalf of the workman. Learned representative of the management is present. From last many days fixed for the hearing of this case the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2001. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 1.15 pm. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-Prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

4-12-08

G.K. SHARMA, Presiding Officer

नई दिल्ली, 12 जनवरी, 2009

का.आ. 290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 13/2005 एवं 33/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2009 को प्राप्त हुआ था।

[सं. एल-12011/163/2004-आई आर(बी-II एवं सं.
 एल-12011/122/2003-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2005 and 33/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Bank of

Baroda, and their workman, received by the Central Government on 12-1-2009.

[No. L-12011/163/2004-IR (B-II)
 and L-12011/122/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI R.G. SHUKLA, PRESIDING
 OFFICER, CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
 SHRAM BHAWAN A.T.I. CAMPUS, UDYOG
 NAGAR, KANPUR**

Industrial Dispute No. 13 of 2005 and 33 of 2003

In the matter of dispute between:-

The Deputy General Secretary
 U.P. Bank of Baroda Employees Union
 C/o Bank of Baroda, Y Block
 Kidwai Nagar, Kanpur

And

The General Manager
 Bank of Baroda
 Baroda Corporate Centre
 C-26, G Block, Bandra Kurla Complex, Bandra(E)
 Mumbai.

AWARD

1. Central Government MOL, New Delhi *vide* their notification Nos. L-12011/163/2004--IR(B-II) dated 21-04-2005 (in I.D. No. 13 of 05) and also *vide* notification No L-12011/122/2003-IR-B-II dated 23-09-03 has referred the following dispute to this tribunal for its adjudication.

2. In I.D. No. 13 of 2005 schedule of reference is to the effect that whether the action of the management of Bank of Baroda in not regularizing the services of 41 workers mentioned in the Annexure A enclosed by the union *vide* representation dated 01-09-2003 and not allowing them facilities/benefits as per Bipartite Settlement, is justified and legal? If not, to what relief the workmen concerned are entitled to?

3. In I.D. No. 33 of 2003 schedule of reference is to the effect whether the action of the management of Bank of Baroda in not regularizing the services of S/Sh. Ramveer Singh, Raj Mohan Bajpai, Awadhesh Kumar, Hari Kishan, Pradeep Kumar Singh, Prabhakar Tripathi, Ajai Pal Singh, Ram Prakash, Surya Prakash Tiwari, Sunil Kumar Samant, Daya Ram Verma and Ravi Shanker Verma from the date of their appointment is legal and justified? If not, what relief the concerned workmen are entitled to?

4. As common question of law and facts are involved in the above industrial dispute cases therefore, it is

proposed to dispose off them by means of this common award.

5. It is not necessary to give full details of the case as after the exchange of pleadings between the contesting parties when the case was taken up for hearing 19-08-08 at Camp Lucknow, the representative for the union moved an application to the effect that the union do not want to press the above cases as a settlement on absorption of temporary employees has been arrived at between the union and the management of Bank of Baroda. The representative for the union has also filed copy of the settlement before the tribunal. The representative for the management has not objected to it.

6. Therefore, both the I.D. Cases are being disposed off as withdrawn having regard to the request of the representative for the union and in terms of settlement, a copy of which shall form part of this award.

R. G. SHUKLA, Presiding Officer

BANK OF BARODA

BCC : BR/100/76

24th March, 2008

CIRCULAR LETTER TO ALL BRANCHES/OFFICES IN INDIA

Issued By Baroda Corporate Centre, HRM Deptt.,
Mumbai

Dear Sir,

Re: Tripartite Settlement dated 18-03-2008 under Section 12(3) of the Industrial Disputes Act, 1947 between the Management of Bank of Baroda and All India Bank of Baroda Employees' Federation (Recognised Union) before the Deputy Chief Labour Commissioner (Central), Mumbai in the matter of absorption of casual/temporary Peons/Sweepers.

We are pleased to inform you that the issue relating to absorption of casual/temporary Peons/Sweepers has been resolved by signing a Tripartite Settlement with the All India Bank of Baroda Employees' Federation (recognized union) in presence of Dy. Chief Labour Commissioner (Central), Mumbai under Section 12(3) of Industrial Disputes Act, 1947. A copy of the said Tripartite Settlement dated 18-03-2008 is enclosed for your information, record and reference.

Detailed operative guidelines on the modalities of absorption, wherever applicable, would be communicated through concerned Regional Head.

Yours faithfully,

(DIPANKAR MOOKERJEE)
General Manager
(HR & Marketing)

CASE No. 7(1)2008.E.1

Memorandum of settlement arrived at between the management of Bank of Baroda and their workmen represented by All India Bank of Baroda Employees Federation (Recognised Union), under Section 12(3) of the Industrial Disputes Act, 1947 during the course of conciliation proceedings held on 18th March, 2008 before the Deputy Chief Labour Commissioner (Central), Mumbai.

Short Recital of the Case

The All India Bank of Baroda Employees' Federation, Mumbai (hereinafter referred to as "the Federation") vide its letter dated 28th January, 2008 raised an Industrial Dispute against the Management of Bank of Baroda, Mumbai, over the issue of absorption of casual/temporary persons working as Peons/Sweepers and requested the Deputy Chief Labour Commissioner (Central), Mumbai, to intervene in the matter, for resolution of the dispute. The matter was seized in conciliation by the Deputy Chief Labour Commissioner (Central), Mumbai, and conciliation proceedings were held on 30th January, 2008 and onwards on different dates.

In course of the discussions/conciliation proceedings, it transpired that:

- (a) The branches/offices engaged temporary/casual persons during the leave/absence vacancies of permanent Peon/Sweeper without following prescribed rules/guidelines of the Bank. Over a period of time, such temporary/casual engagement of persons continued for longer duration giving rise to demand by the Federation for their absorption. As it was an industry-wide phenomenon, the Government of India, after examination, came out with an "Approach Paper" for absorption of such temporary/casual persons. In terms of the said "Approach Paper", 647 temporary Peons/Sweepers who had worked for 90 or more days between 01-01-1982 and 31-12-1989 were absorbed in Bank's service in the year 1995.
- (b) Even after absorption of such casual/temporary persons, engagement of casual/temporary persons as Peon/Sweepers at various branches/offices of the Bank had continued, necessitating the Bank to review the matter for resolving the issue.
- (c) The Bank has signed a Tripartite Settlement on 20-02-2008 under Section 12(3) of the Industrial Disputes Act 1947 before the Assistant Labour Commissioner (Central), Kolkata with Bank of Baroda Karmachari Samity, Paschim Banga (affiliated to recognized AIBOBEF), Eastern Regional Council of Bank of Baroda Employees'

Association (BEFI) and Bank of Baroda Eastern States Employees' Association (AIBEA), in the matter of abolition of Canteen Boy System and absorption of temporary/casual persons who are sponsored by Employment Exchange engaged as Full Time/Part Time Canteen Boy/Sweeper.

- (d) The All India Bank of Baroda Employees' Federation is the recognized majority Union and sole collective bargaining agent for workmen in the Bank. Further, the Tripartite Settlement dated 1st September, 1973 provides that agreement on all India issues, except the wages and service conditions, which are settled at industry level, are to be reached with the All India Bank of Baroda Employees' Federation.
- (e) The Issue was discussed threadbare, both bilaterally between the Federation and the Management of the Bank and also in course of the conciliation proceeding held on several dates and after protracted discussions held on 18-03-2008 before the undersigned, both the parties agree to settle the dispute on the following terms of Settlement.

Now, it is hereby agreed and declared by and between the parties hereto as under:-

Terms of the Settlement:

This Settlement will be applicable to all branches/offices of the Bank in India and shall come into force immediately subject to the terms and conditions mentioned hereunder.

1. The Canteen Boy System, wherever in existences, in the Bank, is abolished and henceforth, no Canteen Boy will be recruited/engaged, either on permanent basis or on casual/temporary basis.

2. Subject to Clause 3, casual/temporary Peons/Sweepers shall be absorbed in Bank's service in phased manner as under:

Phase-I :

The following category of casual/temporary Peons/Sweepers will be absorbed in Phase-I before 30th June, 2008.

- (a) Casual/temporary Peons/Sweepers who had worked for 90 or more days between 01-01-1982 and 31-12-1989 and are still working.
- (a) Casual/temporary Peons/Sweepers who had worked for 90 or more days between 01-01-1990 and 31-12-1990 and are still working.

Phase-II :

Casual/temporary Peons/Sweepers who have worked for 240 days or more in consecutive 12 months

between 01-01-1991 and 29-02-1996 and are still working will be absorbed in Phase-II during the financial year 2008-09.

Phase-III :

Casual/temporary Peons/Sweepers who have worked for 240 days or more in consecutive 12 months between 01-03-1996 and 28-07-2007 and are still working will be absorbed in Phase-III during the financial year 2009-10.

3. Absorption of casual/temporary Peons/Sweepers will be in phases, as above, and will be subject to the following conditions :

- (a) The casual/temporary Peons/Sweepers should fulfill eligibility criteria viz. age and qualification as on the first date of engagement in the Bank.
- (b) Found medically fit for recruitment in Bank's service.
- (c) Absorption shall be with prospective effect i.e. from the date mentioned in the letter of absorption to be issued by the Competent Authority.
- (d) Such casual/temporary Peons/Sweepers will be absorbed in their respective wage scale and on their absorption shall be fitted in the first stage of full time/part-time scale wages, as the case may be, viz. casual/temporary persons working as 1/3rd, 1/2, 3/4th and Full-time Sweepers shall be absorbed as 1/3rd, 1/2, 3/4th and Full-time Sweepers, respectively. However, the casual/temporary persons who are presently being engaged as Peon but had earlier worked as Full-time/Part-time Sweepers will be absorbed as "Sweeper-cum-Peon" as per requirement and at the sole discretion of the Bank.
- (e) No arrears of wages/salary, seniority or any other benefit shall accrue to such casual persons on their absorption and such casual/temporary persons shall not claim any such benefits for their past service/engagement with the Bank as casual/temporary person.
- (f) Deployment/placement of such casual/temporary Peons/Sweepers on their absorption in Bank's service shall be at the sole discretion of the Management depending upon its requirement, within the State. However, Bank will endeavour to keep such displacement to the minimum as per requirement.
- (g) Seniority of such casual/temporary Peons/Sweepers, on absorption, shall be reckoned in their respective cadre/scale/wage from the date of their absorption in Bank's service.
- (h) Absorption is subject to their good conduct and verification of their antecedents.

- (i) The concerned casual/temporary persons and/or concerned employees' Organizations/Unions/ Association shall withdraw all cases pending before the Conciliation Officer/Labour Court/ Central Government Industrial Tribunal/High Court/Supreme Court or any other judicial authority.

4. Both the parties agreed that:

- (a) The Government guidelines with regard to reservation of posts for SC, ST, OBC etc. shall be applicable for absorption of casual persons.
- (b) It is specifically agreed that all casual/temporary Peons/Sweepers, who are covered under this Settlement for absorption, shall submit individual undertaking as per Annexure 'A' to this Settlement agreeing to the terms & conditions stipulated in Clause 3 above, before consideration of their request for absorption. Any conditional undertaking or undertaking in any other format and/or refusal to the order of placement/ deployment shall be deemed as refusal to absorption by such concerned casual/temporary person and in such an event their claim for absorption shall not be considered, thereafter.
- (c) Casual/temporary Peons/Sweepers who are absorbed in Bank's service under this Settlement will be liable to be terminated from Bank's service in case, it is found at any time that he made false declaration in the undertaking as per Annexure "A" or be submitted false/fake documents in support of his educational qualification, age, caste, etc.
- (d) It is clearly understood that this Settlement will not be applicable to the persons engaged on casual/temporary basis after 28-07-2007 or who has not completed 240 days in a period of consecutive 12 months preceding 28-07-2007. Also, the Unions will not claim or file cases in respect of casual/temporary persons who are not working/engaged at present and/or not absorbed under Clause 2 above of this Settlement.
- (e) The Bank may extend/defer the process of absorption of casual/temporary persons beyond the time limit stipulated under Clause 2 above for a maximum period of 90 days for cogent reasons and in such event the Federation will be consulted.
- (f) Casual/temporary persons who will be absorbed under this Settlement will not be eligible for promotion to Clerical cadre for a period of 5 years from the date of absorption.

5. All past and present claims/cases of casual/ temporary persons and/or Employees Organizations are hereby resolved.

6. Save and except Tripartite Settlement dated 20-02-2008, this Settlement supercedes all previous

understandings/agreements/settlements/practices, local, regional, zonal or otherwise and the Unions will not raise any issue/demand in respect of matters covered under this settlement.

Both the parties shall submit implementation report within 30 days of the phase-wise time limit stipulated in Clause 2, of the Settlement with objection thereto, if any failing which it will be construed that the terms of this Settlement have been fully implemented.

SIGNATORIES TO THE SETTLEMENT

Representatives of Management of Bank of Baroda

Shri Dipankar Mookerjee
General Manager (HR & Marketing)

Shri J.D. Khanna
Dy. General Manager (HRM & Admn.)

Shri C.V. Chandrashekhar
Dy. General Manager (HR(nes), HRD & IL)

Shri Mukesh Garg
Asst. General Manager (HRM)

Shri K.C. Pati
Asst. General Manager (HRM & IL.)

Shri Pradeep K.G. Niyogi
Senior Manager (HRM)

Representatives of All India Bank of Baroda Employees' Federation

Shri A.K. Jain
President

Shri Milind Nadkarni
General Secretary

Shri Vinit Saxena
Deputy General Secretary

Shri V.P. Mahajan
Deputy General Secretary

Shri K.J. Ramanathan
Deputy General Secretary

Shri R.G. Raut
Deputy General Secretary

Shri Karunesh Shukla
Joint Secretary

BEFORE ME

(B.S. Pawar)

Conciliation Officer
under Industrial Disputes Act, 1947 and
Deputy Chief Labour Commissioner (Central), Mumbai

WITNESSES :-

1. Shri V.M. Sawant
Asst. Labour Commissioner (Central)

2. Shri Ganapati Bhatt
Asst. Labour Commissioner (Central)

The following Office Bearers of the All India Bank of Baroda Employees' Federation (Recognised Union) are signatory of this settlement.

Shri N. B. Dandiwal, Treasurer

Shri M. J. Shah
General Secretary, Anand Unit

Shri Shri Dilip Brahmhatt
General Secretary, Ahmedabad Unit

Shri V. Ramakrishna,
General Secretary, A. P. Unit

Shri K. K. Verma,
General Secretary, Bihar & Jharkhand Unit

Shri Magan Patel,
General Secretary, Baroda Unit

Shri Naresh Chaddha,
President, Delhi Unit

Shri R. V. Keni,
President, Goa Unit

Shri K. J. Tunga,
General Secretary, Karnataka

Shri Suresh Pai,
General Secretary, Kerala Unit

Shri R.M. Kudale,
Secretary, Maharashtra Unit

Shri P. G. M. Panicker,
General Secretary, M. P. & C. G. Unit

Shri Sudip Sen,
General Secretary, Nagaland Unit

Shri Raj Sharma,
General Secretary, Punjab Unit

Shri Subir Chatterjee,
General Secretary, West Bengal Unit

Shri P. L. Biswal,
General Secretary, Orissa Unit

Shri A R Suryanarayanan,
General Secretary, T. N. I. Unit

Shri John Peter,
General Secretary, T. N. II Unit

Shri Subir Chatterjee,
General Secretary, West Bengal Unit

Shri Ashok Varma,
Jt. Secretary

Shri K.K. Kotian,
Jt. Secretary

Shri N Venugopal,
Jt. Secretary

ANNEXURE "A"

The Competent Authority,
Bank of Baroda,

Dear Sir,

Re: Undertaking in terms of Clause 4(b) of the Settlement dated 18th March, 2008 on Absorption of Casual/temporary Persons engaged as Peon/Full time/Part-time Sweeper.

I have, read and clearly understood the provision of the Settlement dated 18th March, 2008 and do hereby accept the terms and conditions mentioned therein.

I am covered under the said Settlement dated 18th March, 2008 for absorption in Bank's service as Peon/..... Scale Wage Sweeper.

I am working as casual Peon/full-time/part-time Sweeper in the Bank since Details of my casual/temporary engagement is as under :

Sr. No.	Branch/ Office	From	To	Total no. of days	As peon/ PTS/FTS
1					
2					
3					
4.					

I am enclosing herewith the following documents, in original, along with 2 attested copies of the same in support of my age, educational qualification, caste, etc. :

1
2
3
4.

I hereby submit undertaking that :

- I shall not claim/demand any benefit whether monetary or otherwise from 'the Bank' relating to my casual/temporary engagement in the Bank for the period prior to the date of my absorption in Bank's service before any Authority/Court, in future.
- I shall not raise any dispute before any Authority/Court relating to my placement/deployment on absorption in Bank's service.

- (c) In case subsequent to my absorption in Bank's service, if it is found that declaration made with regard to period of engagement is found to be false or any of the documents submitted by me in support of age, qualification casts, etc. is false/fake/forged, I will be liable to be terminated from Bank's service.

I am submitting this irrevocable undertaking after fully understanding the provisions of the aforesaid Settlement dated 18th March, 2008 and implication thereof.

Yours faithfully,

**UTTAR PRADESH
ONWISE LIST OF TEMPORARY PEON THOSE
WHO AI**

ALLAHABAD REGION

Name of candidate	Date of Birth & Edu. Quali.	Branch where Presently working
1. Rakesh Kumar Shukla	15-05-66 8th Passed	Paschim Sarira Allahabad
2. Surendra Pal	20-11-66 8th Passed	Muratganj, Allahabad
3. Rajindera Bahadur Singh	01-01-79 9th Fail	Panch Mahuwa Pratapgarh
4. Ram Nath	25-07-73 9th Fail	Antu Pratapgarh
5. Om Prakash	8th Passed	Ramapur Pratapgarh
6. Raj Kumar Gupta	8th Passed	Kaushambi
7. Manni Lal	8th Passed	Pratapgarh
8. Rajendra Tiwari	8th Passed	Garhi Samdabad Kunda
9. Jang Bahadur Maurya	11-02-68 8th Passed	Jhansi Ext, Counter Allahabad
10. Sanjay Kumar Gupta	8th Passed	Alipurjeeta Kaushambi
11. Mohd. Mustaq	8th Passed	Kaushambhi
12. Manoj Kumar Gupta	8th Passed 8th Passed	Hinauta, Kaushambhi

2. KANPUR REGION

1. Mohd. Usman	20-07-68 8th Passed	Sandalpur Kanpur
2. Ashok Kumar Mishra	24-07-65 8th Passed	Malwan Fatehpur
3. Rajesh Kumar Shukla	01-01-64 8th Passed	Bhitargaon Kanpur
4. Mohd. Yunis	01-09-65 8th Passed	Kakwan Kanpur

5. Ram Chandra	7th Passed	Sarkandi Fatehpur
6. B.B.N.Awasthi	1-1-66 8th Passed	Shivrajpur

3. LUCKNOW REGION

1. Kishore Chand	08-08-58 10th Passed	Chawri Bazar Behraich
2. Vimal Kumar	8th Passed	Koireepur Sultanpur
3. Ram Khjilawan Maurrya	8th Passed	Mohanganj
4. Moti Lal	8th Fail	Sitapur
5. Chandra Nath	15-06-67 8th Passed	Gegaso Crossing Raibareilly
6. Kamta Prasad	1-7-63 8th Passed	Amethi Sultanpur
7. Ashok Kumar	20-11-76 8th Passed	Aminabad Lucknow
8. Ram Kishan Savita	8th Passed	Salon Raibareilly
9. Vijay Kumar Awasthi		Charbagh

4. VARANASI REGION

1. Mohd. Ayub	20-5-71 8th Passed	Geeta Press Gorakhpur
2. Dharmendra Kumar	05-01-68 8th Passed	Godowalia Varanasi
3. Naresh Chandra Bajpai	7-4-70 8th Passed	Gopiganj Varanasi
4. Bal Bahadur	8-8-70 8th Passed	Vishewhwarganj Varanasi
5. Ram Naresh Dwivedi	15-8-59 8th Passed	Ram Katora Varan
6. Suresh Chandra Trivedi	15-5-68 8th Passed	B.H.U.
7. Tilak Ram	8th Passed	Suchitaganj
8. Megh Shyam	15-04-61 8th Passed	Sikandarpur Ambedkar Nagar
9. Ramu	31-12-68 8th Passed	Neuri Chauraha Ambedkar Nagar
10. Jai Parkash	24-4-66 8th Passed	Tanda Ambedkar Nagar
11. Gajendra Kumar	15-5-64 8th Passed	Bikapur
12. Anil Kumar Pandey	24-11-64 8th Passed	Maya Bazar Faizabad
13. Ram Dhari	15-10-67 8th Passed	Jahagirganj Ambedkar Nagar
14. Ranjeet Kumar	8th Passed	Akbarpur Ambedkar Nagar

नई दिल्ली, 12 जनवरी, 2009

का.आ. 291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 29/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/103/2006-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 12-01-2009.

[No. L-12011/103/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1,

MUMBAI

JUSTICE C. P. MISHRA, Presiding Officer

Reference No. CGIT. 29 of 2007

Parties: Employers in relation to the management of
Dena Bank and their workmen

APPEARANCES

For the Management : Mrs. P. S. Shetty, Adv.

For the workman : Absent.

State : Maharashtra

Mumbai, dated the 14th day of November, 2008.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act 1947 (The Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/103/2006-IR (B-II) dated 20-4-2007. The terms of reference given in the schedule are as follows:

"Whether the action of the management of Dena Bank, Corporate Centre, Mumbai in imposing the punishment of compulsory retirement to Shri Dilip Ghete, Clerk is justified? If not, what relief the workman, Shri Dilip Ghete, is entitled to?"

2. This application dated 10-7-2008 had been moved on behalf of the workman concerned who is said to have been expired on 08th May, 2008 by his widow, alleged to be the legal heir Smt. Bhavna D. Ghete along with the death certificate. She does not want to press this matter further and as such, press for its disposal by no dispute award to which the learned counsel for the management Smt. P.S. Shetty, who is also present has no objection to it. She also informed that the Bank will pay whatever amount is due to her legally after getting necessary proof for the same and as such, the workman concerned and his legal heirs will have no problems and grievances in future.

3. No dispute Award is passed accordingly.

JUSTICE C. P. MISHRA, Presiding Officer

नई दिल्ली, 12 जनवरी, 2009

का.आ. 292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एरनाकुलम के पंचाट (संदर्भ संख्या 323/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/97/2001-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 323/2006) of the Central Government Industrial Tribunal-cum-Labour Court, ERNAKULAM as shown in the Annexure, in the Industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 12-01-2009.

[No. L-12011/97/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM LABOUR COURT, ERNAKULAM

Present: SHRI P. L. Norbert, B.A., LL.B., Presiding
Officer

(Tuesday the 23rd day of December 2008/2nd Pausa 1930)

I.D. 323/2006

I.D. 14/2001 of Labour Court, Ernakulam

Union : The Assistant Secretary,
Syndicate Bank Staff Association,
C/O. K.P.B. W.O. Office, T.D. Road,
Ernakulam, Kochi—682035.

Adv. Sri P. I. Davis -

Management: The Deputy Central Manager,
Syndicate Bank, Zonal Office,
Sasthamangalam,
Thiruvananthapuram.

By Adv. M.P. Ashok Kumar.

This case coming up for hearing on 18-12-2008 this Tribunal-cum-Labour Court on 23-12-2008 passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

“Whether the action of the management of Syndicate Bank, Zonal Office, Trivandrum in inflicting the punishment of bringing down the basic pay by two stages for a period of two years vide order dated 20-06-2000 on Shri G. Chandran, Clerk, Syndicate Bank, Palakkad Main Branch is justified? If not, what relief the workman is entitled to?”

The facts of the case in brief are as follows :- Sri G. Chandran was a Clerk in Syndicate Bank, Palakkad Branch. He was charge sheeted on the allegation that he was engaged in trade or business outside the scope of his duties without the permission of the bank. An enquiry was conducted and he was found guilty of the charge and was punished by bringing down his basic pay by two stages for a period of 2 years by order dated 20-6-2000. The action of the management is challenged in the reference.

3. According to the union which has espoused the cause of the workman the enquiry is invalid on account of violation of principles of natural justice and the findings are perverse as there are no materials to show that the workman was engaged in trade or business. The workman had explained the credit and debits in his account. But the Enquiry Officer presumed that the workman was engaged in trade or business. There is neither direct nor circumstantial evidence to prove the charge. The workman filed appeal which was dismissed by the appellate authority. The workman was victimised by the management. The punishment imposed is disproportionate to the charge. The findings and punishment are liable to be set aside.

4. According to the management the enquiry was conducted in full compliance with the principles of natural justice. Sufficient opportunity was given to the workman to adduce evidence and prove his innocence. The workman's account disclosed unusual credits and debits which he was not able to explain satisfactorily. The Enquiry Officer came to the conclusion that the workman is guilty on the basis of the evidence on record. The punishment is commensurate with the gravity of the charge and it is not in anyway excessive. The workman was heard before imposing the punishment. There is no reason to interfere with either the findings or the punishment.

5. In the light of the above contentions the points that arise for consideration are :-

1. Are the findings sustainable?

2. Is the punishment proportionate?

The evidence consists of the oral testimony of MW1 and the documentary evidence of Ext. M1 Enquiry File on the side of the management and no evidence on the side of union.

6. Point No. 1 :- The workman Sri. G. Chandran was working at the relevant time in Palakkad Branch of Syndicate Bank. The only allegation against him is that his S.B. account maintained in branch disclosed excessive transactions which indicated that he was engaged in trade or business. In his reply to the charge sheet the workman explained that the credits in his account were those given by his father, sister, cousin of his wife who is abroad, E.P.F. loan and amounts given by relatives and friends. The excessive deposits and unusual withdrawals relate to the period between 2-4-1996 and 30-5-1999. During this period there was a total deposit of Rs. 3,36,866. According to the management there were 24 credits for more than Rs. 5,000 during this period. It is admitted by the union that the workman was having an S.B. Account and an S.O.D. account in the Palakkad Branch. His wife a Clerk of Syndicate Bank was also having another S.B. Account. The workman was crediting his salary to his S.O.D. Account and his wife in her S.B. Account. The statement of S.B. Account of the workman is Ext. MEX-2. The statement of S.B. Account of his wife is Ext. MEX-4. According to the management there are 13 debits in the account of workman's wife during the above period which amounts are not seen deposited in the S.B. Account of the workman. The average salary at the relevant time, 1996-1999 was Rs. 4,000 for the workman and Rs. 5,000 for his wife. This is not the net amount but the average salary. The salary is not credited in the S.B. Account of the worker admittedly (MEX-2). Hence the entire transactions reflected in Ext. MEX-2 have to be explained by the workman. An amount of Rs. 14,928 deposited on 02-04-1996 in the S.B. Account of the workman is said to be E.P.F. loan and is admitted by the management. Rs. 11,500 deposited on 09-01-1998 is the amount received by his wife from her cousin sister working in U.S.A. It is also admitted by the management. Rs. 57,264 was deposited on 09-02-1998 which is credit of proceeds of VCC in the joint names of workman's sister and her husband. It is also admitted by the management. Another sum of Rs. 45,000 and 5,000 deposited on 11-06-1998 is said to be FD amount of Rs. 50,000 withdrawn from the Co-operative bank, Pulpally by workman's father on 11-06-1998. According to the union out of Rs. 50,000 received from the workman's father Rs. 45,000 was deposited by the workman in his account on 11-06-1998 and Rs. 5,000 on 12-06-98. This is not admitted by the management. But to prove this fact workman has

produced Ext. DEX-1 copy of the pass book of workman's father in Pulpally Co-operative Bank. It shows only withdrawal of the amount in FD by workman's father. Whether the same amount was deposited on 11-06-1998 and 12-06-1998 is a matter for evidence. The father of the workman was not examined in the enquiry. Therefore that deposit is not proved by the workman to be one given by his father. Except the above 3 deposits the management does not admit the remaining 21 deposits spread over a period of 3 years. The 24 deposits made mention by the management in the charge sheet is regarding amounts exceeding Rs. 5,000. There are other deposits of smaller amounts. Ext. MEX-3(a) to (x) are credit slips of deposits made in the SB account of the workman. All of them are concerning amounts exceeding Rs. 5,000. MW1 is the Branch Manager of the relevant time, has given evidence that the transactions in the SB account of workman were unusual. The workman was receiving several phone calls and many people used to visit him frequently in the bank and there was a general talk among the staff about the real estate business of the workman. According to the workman (DW1) he belongs to a joint family and he is the elder member of the family and naturally he has an obligation to help the members of his family. His friends also sometimes borrowed money and returned money. All these transactions are seen in the SB Account. But none of the family members or relatives or friends were examined in the enquiry. Therefore there is only the interested testimony of DW1 on record. Since the workman was maintaining an SOD account to credit his salary and his wife was also having separate SB account for crediting her salary and since there is no evidence to show that salary received and credited in the respective accounts of the workman and his wife were withdrawn at any time and credited in the SB account. Ext. MEX-2, the workman is bound to explain different deposits and withdrawals in the SB account. Other than three deposits referred supra the remaining 21 deposits are not convincingly explained by the workman to disprove the charge. In the absence of such contra evidence and in the light of several deposits exceeding Rs. 5,000 and the source of income being the salary of the married couple, the workman is bound to explain the source of deposits. The workman has not been able to explain a major portion of the deposits. Therefore the Enquiry Officer is justified in drawing a conclusion against him that the unusual transactions indicate that the workman was engaged in some trade or business. The absence of evidence with regard to the nature of the trade or business cannot negative the charge. On the other hand different deposits and withdrawals, coupled with absence of satisfactory explanation regarding source of income can lead to the only conclusion that he is engaged in some business.

7. Point No. 2 :—The punishment imposed is bringing down the basic pay by two stages for a period of two

years. According to the workman it is disproportionate to the charge. Since the punishment is not one falling within S. 11-A of ID Act, unless it is shown that the punishment is against any provision of law or Bipartite Settlement it cannot be interfered with. The union has no such case. But the only contention is that the punishment is not proportionate to the charge. I am not convinced of the submission of the learned counsel for the union. The misconduct is gross in nature and the punishment of bringing down the basic pay by two stages for a period of two years is in no way disproportionate.

In the result, an award is passed finding that the action of the management in bringing down the basic pay by two stages for a period of two years is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 23rd day of December, 2008.

P.L. NORBERT, Presiding Officer

Appendix

Witness for the Union	:	Nil.
Witness for the Management		
MW1- 19-11-2003	-	C.S. Rao.
Exhibit for the Union	:	Nil.
Exhibit for the Management		
Ext. M1	-	Enquiry File

नई दिल्ली, 12 जनवरी, 2009

का.आ. 293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 58/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2009 को प्राप्त हुआ था।

[सं. एल-38011/6/2003-आई आर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of Paradip Port Trust and their workmen, received by the Central Government on 12/01/2009.

[No. L-38011/6/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present : Shri N.K.R. Mohapatra,
Presiding Officer,

Industrial Dispute Case No. 58/2004

Date of Passing Award—16th Sept. 2008

BETWEEN

The Management of (1) The Chairman,
Paradip Port Trust, At./Po. Paradip,
Dist. Jagatsinghpur—754 142.

(2) The Managing Director,
M/s. Larsen & Toubro Limited, ECC Division,
Regional Office Kanak Building,
41, J.N. Road, Kolkata.

(3) The Construction Manager,
M/s. Larsen & Toubro Limited,
ECC Division, Coal Handling Plant,
At./Po. Paradip, Jagatsinghpur, Orissa

... 1st Party-Managements

(And)

Their Workman represented through
The General Secretary, Paradip Progressive
Construction Workers & Employees Union,
Paradip, Jagatsinghpur.

.... 2nd Party-Union

APPEARANCES

Shri N.K. Mishra, For the 1st Party-
Dy. Secretary. Management No.1

Shri N. Samal, For the 1st Party-
Management No. 2 & 3.

Shri Sudhakar Mantry For the 2nd
Party-Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-38011/6/2003-IR(B-II), dated 10-09-2004.

“Whether the action of the Management of M/s. Larsen & Toubro Ltd., Contractor in relation to their establishment i.e. Coal Handling Plant under Paradip Port Trust, Paradip by not providing re-employment to the retrenched workmen (26 No. of workmen as per list enclosed) is legal and justified? If not, what

relief the workmen are entitled to?”

2. Admittedly the Paradeep Port Trust (Management No.1) had awarded a contract to Larsen & Toubro Limited (Management No. 2 and 3) for construction of a Coal Handling Plant. After completion of the said project it gave another contract to the self same Management No.2 and 3 for maintenance of the above Coal Handling Plant. In the above background it is alleged by the Union that for constructing the above plant the disputants and many others were engaged and on completion of the project work they were terminated by Management No. 2 and 3 on payment of necessary compensation. But however while taking the second contract for maintenance of the said plant the Management No. 2 and 3 did not re-employ the disputants by engaging some outsiders. Considering the above action of the Management as violative of Section 25-H of the Industrial Disputes Act, the Union raised an Industrial Disputes before the Asst. Labour Commissioner (Central) resulting the present reference. Hence the dispute.

3. All the Management filed their written statement separately. Management No. 1 (Paradeep Port Trust) contended that both the contracts, one for construction of a Coal Handling Plant and the second for maintenance of the same were given to L & T Limited (Management No. 2 and 3). The Management of L & T (Management No. 2 & 3) on the other hand took the stand that having taken both the contracts from Management No. 1 it engaged different sub-contracts and as such it does not owe any responsibility to provide re-employment to the disputants in as much as they were not their employees. It is further contended that the engagement of the disputants either by it or by its sub-contractors being against specific project work (construction work) their termination on completion of the project does not amount to retrenchment and as such they has got no right to claim re-employment in the 2nd contract which was for maintenance of the project already constructed.

4. On the basis of the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether all the 26 workmen as per list enclosed to the Letter of reference were retrenched by the L & T after completion of the construction of Coal Handling Plant of Paradeep Port Trust?

2. Whether the agreement between the Union and L & T on 5-4-2000 has got the operative force even after the completion of the construction work of Coal Handling Plant?

3. Whether for execution of its subsequent contract to maintain and repair the coal handling plant the L & T should have engaged all these retrenched workers pursuant to the above agreement or even otherwise?

4. Whether the Management of L & T is justified in not providing re-employment to the 26 workers as per list?

5. To what relief the 26 workmen are entitled to?

5. During trial the 2nd Party-Union did not take any active role for which it was set aside. Management No. 2 and 3 alone adduce evidence while Management No. 1 (Paradip Port Trust) adduced no evidence.

FINDINGS

ISSUE No. 1, 2, 3, 4, & 5

6. Considering the nature of the case all the issues are taken up together for the purpose of convenience.

It is the settled law that under Section 10 of the Industrial Disputes Act the Government is to make a reference for adjudication of an Industrial Disputes after being satisfied about its existence. In the instant case the Government has provided a list of disputants which indicates that they were the workers of different sub-contractors but not of the Principal Contractor (Management No. 2 and 3). The unchallenged evidence adduced by the above Management also confirms the fact that these disputants were the workers of the sub-contractors engaged by the Principal Contractor and that for engagement of such labourers or contractors both the Principal Employer (Paradip Port Trust) and the L & T (Management No. 2 and 3) had necessary licenses and certificates granted under the Contract Labour (Regulation & Abolition) Act.

7. Thus in view of the above it is held that the Management No. 2 and 3 were not under any obligation to provide re-employment to the disputants there being no employee and employer relationship between them. Besides when the Union has categorically averred that these disputants were terminated on completion of the project work, that itself speak that the disputants were not retrenched persons within the definition of Section 2(oo) read with Section 2(bb) of the Industrial Disputes Act to claim benefit of re-employment under 25-H of the Act either from the Principal Contractor or its sub-contractors.

8. The reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-UNION.

The 2nd Party-Union has not examined a Single Witness.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-WORKMAN.

The 2nd Party-Union has not exhibited a single document.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT NO. 1

M. W. -1- Shri Nirakar Samal.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT NO. 1

Ext.-A- Abstracts of Personal Statement of retrenched workmen of Coal Handling Plant (L & T Contractor).

नई दिल्ली, 12 जनवरी, 2009

का.आ. 294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इलासबो पेरीरो एंड संस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 2/80/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2009 को प्राप्त हुआ था।

[सं. एल-36011/2/2005-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2009

S.O. 294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/80/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of M/s Elasbao Pereira & Sons and their workmen, received by the Central Government on 12-01-2009.

[No. L-36011/2/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-NO. 2, MUMBAI.

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/80 of 2005

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF M/S. ELASBAO PEREIRA
& SONS

The Managing Director
M/s. Elasbao Pereira & Sons
Pereira Chambers
Vasco-da-Gama
Goa-403802.

And

Their Workmen

The General Secretary
Mormugao Stevedores Staff Association
C-8, Pt. Dharmanand Kosambe Building, 2nd floor
Swatantra Path, Vasco-da-Gama
Goa-403802

APPEARANCES

For the Employer : Mr. D. B. Ambekar,
Advocate

For the Workmen : No appearance.

Camp : Goa, dated 18th September, 2008

AWARD

1. The Government of India, Ministry of Labour, by its Order No.L-36011/2/2005-IR [B-II] dated 01-06-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :-

"Whether the action of the Management of M/s. Elasbao Pereira & Sons, Goa in not paying wages, legal dues and other benefits timely to Shri Prakash Pednekar and 6 others as demanded by the union and retrenching the workmen is legal and justified? If not, to what relief the workmen are entitled for?"

2. Claim statement was filed at Ex-19 by the second party and first party replied by filing Written Statement at Ex-20. Issues were framed at Ex-32.

3. Meanwhile by Ex-41 and Ex-42, parties requested to dispose of this reference at Lok-adalat during Goa Camp. Hence the order :

ORDER

Reference is disposed of as per Ex-41 and Ex-42 in the Lok-adalat conducted at Goa.

Date : 18-09-2008.

Camp : Goa A. A. LAD, Presiding Officer

PROCEEDINGS OF THE LOK ADALAT HELD AT GOA ON 18-9-2008**PANEL MEMBERS**

Shri M.B. Anchan, Advocate
Ms. N.Lotlikar, Advocate
Shri Ganesh Naik, Representative

REFERENCE No. CGIT-2/80 of 2005

Elasbao Pereira & Sons

V/s.

Workmen

Mr. D.B. Ambekar, Advocate along with Mrs. M. Pereira Workman absent.

Mr. Ambekar stated that the workman was paid all the legal dues. This was pursuant to the interim order of this Tribunal. He further stated that copy of the application dated 17-06-2008 Ex.-39 was served on the union's representative on 27-6-2008. Copy of the acknowledgement is at Ex-40. Today he has filed application for disposal of

the reference along with certified copies of the receipts notarized by Notary.

For disposal of the reference, forwarded to the Hon'ble Tribunal.

Sd/-	Sd/-
(Mrs. M. Pereira)	(D.B. Ambekar)
For Party-I	Adv. for First Party
Before us :	
Sd/-	Sd/-
(M.B. Anchan)	(Adv. N.Lotlikar)
Advocate	
Sd/-	
(Ganesh Naik)	
Representative	

Seen
Sd/-
(Presiding Officer)
CGIT-2, Mumbai
18-9-2008

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-NO. 2, MUMBAI-GOA
SITTING DATED 18-9-2008**

AT VASCO DA GAMA, GOA

Ref. No. CGIT-2/80 of 2005

Employers in r/t the Management of Party I
M/s Elasbao Pereira & Sons

v/s

Their Workmen Party II

**APPLICATION OF EMPLOYERS : PARTY-I, FOR
AWARD OF DISPOSSAL OF THE REFERENCE**

May It Please the Hon'ble Tribunal,

1. In the preceding sitting dated 17-6-2008, at Goa, in the present matter no one appeared for Party II.As such, on behalf of Party-I: Management, an application was filed briefing that entire payment, as per interim order, has been completed and availed by the Party-II.; the Workmen and that the copies of stamped receipts had been placed, on the record of the Hon'ble Tribunal. Copy of the said application dated 17-6-2008 is once again, annexed hereto as **EXHIBIT A**.

In the circumstances it was prayed that the Reference may be awarded as disposed.

2. The Hon'ble Tribunal was pleased to order, that a copy of that day's application dated 17-6-2008 (namely Exhibit A, aforesaid) be served upon Party-II and acknowledgement be filed on record. This Management accordingly, served the copy on representative, of

Party-II, Shri Subhas Naik George. Our office copy bearing said representative's acknowledgement dated 27-6-2008, was filed by registered post A.D. before the Hon'ble Tribunal, under cover of our communication dated 29-6-2008, copies whereof are annexed hereto, and marked as **EXHIBIT B (COLLY)**.

PROCEEDINGS, FROM THE INTERIM

ORDER DATED 20-6-2007, ON WARDS

3. The Hon'ble Tribunal was pleased to pass the Order dated 20-6-2007, on the application for interim relief. This Hon'ble Tribunal, in the said order made the finding that :

“(this) first Party has admitted the dues and admitted that, these were sent by registered A.D. post, but were refused by concerned workers. So if said claim is admitted and once sent to workmen but refused by them, in my considered view for that any order or adjudication does not require to direct first party to pay its workers. When in above paras first party admits the claim, I am of the view that, claimants are entitled to get it as a second party has prima facie vis-a-vis balance of convenience. If in this situation if said is not granted, unnecessarily claimant will be deprived of their legal dues.....6. Considering this position and claim, I conclude that concern workmen are entitled to get it by this application. Hence I direct first party to pay it to concerned workmen and direct Union to deduct said from the claim of the workmen. Hence the order.

ORDER

1. Application is allowed
2. First party to pay the said admitted amount to the concerned workmen before the next date and both to submit report.”
4. The interim order has been complied with.

On 27-7-2007, the workmen namely :.....(1) Shri Sanha Belgaoker.....(2) Shri Ramilo Fernandes,(3) Shri A. Santimano.....(4) Shri Joao Marcel Pereira,(5) Shri Padmanab R. Panadaramambil,.....and (6) Shri Prakash Pednekar, accepted the original retrenchment orders, the original letters forwarding the other benefits and legal dues, from the earlier refused registered post A.D. envelopes. The zerox copies of the envelopes bearing the refusal endorsement were also received by the said workmen.

They received the enclosed original bank drafts/cheques towards these benefits and legal dues, from the earlier refused registered post A.D. envelopes. They have encashed the said drafts/cheques and have availed the retrenchment and other benefits and legal dues.

This acceptance by the said workers was in presence of their representative Shri. Subhas Naik George.

5. Thereafter, this Management Party-I by registered post A.D. filed the copies of the receipts of payments made pursuant to and in compliance with order on this Hon'ble Tribunal Exhibit No. 24 and filed the said receipts by communication dated 23-8-2007 mailed by registered post A.D. to this Hon'ble Tribunal.

A copy of said communication is annexed hereto and marked as **EXHIBIT C**.

6. Of the aforesaid payments, notary certified, copies of stamped receipts, are once again annexed herewith, as **EXHIBITED (COLLY)**. The said receipts, pertain to :

Shri Prakash Pednekar	.....	Four	stamped	receipts
Shri Sanha Belgaoker	.....	Four	"	"
Mr. Ramilo Fernandes	.....	Four	"	"
Mr. A. Santimano	.....	Four	"	"
Mr. Joao Marcel Perira	.....	Four	"	"
Shri P.R. Parambil	.....	Four	"	"

PROCEEDINGS AFTER THE AFORESAID DISBURSEMENT OF RETRENCHMENT AND BENEFITS AND ALL LEGAL DUES

7. In the post payment proceedings, the representative of the Party-II, has reported before this Hon'ble Tribunal the completion of the aforesaid payment and availment of the same by the workers.

8. The retrenchment and other legal benefits have all been paid and nothing more survives in the matter.

9. Thereafter, no one on behalf of Party-II has been appearing, before this Hon'ble Tribunal, in the proceedings.

10. Accordingly, this Party-I had filed the application dated 17-6-2008 seeking the award of disposal of the Reference. As directed the copy of the said application has been duly served upon the representative of the Party-II, Shri, Subhas Naik George, duly acknowledging the receipt on 27-6-2008. As aforesaid, the acknowledged copy has been filed by registered post A.D. before this Hon'ble Tribunal, under the cover of communication dated 29-6-2008.

11. Party-II has not appeared yesterday the 17-9-2008. Even otherwise nothing survives in the present Reference.

In the circumstances it is prayed that

PRAYER

The reference may kindly be awarded as disposed.

Vasco Camp
18-9-2008

(Mrs. Madeline Pereira)
For Party-I

D.B. Ambeker
Adv. for Party I

VERIFICATION

I Mrs. Madeline Pereira, major, widow, Indian National, resident of Vasco Da Gama, Goa, Managing Partner of M/s. Elesbao Pereira & Sons, Party I herein do on solemn affirmation verify the contents of the application herein above, to be true to my knowledge, from the record to which I have the access.

Solemnly affirmed at Vasco Da Gama, Goa
On this 18th day of September, 2008

(Mrs. Madeline Pereira)

EXH-A

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

[GOA SITTING : 17-06-2008]

Ref. No. CGIT-2/80 of 2005

Employers I/R/T Management of

M/s. Elesibao Pereira Sons.....Party I

And

Their Workmen.....Party II

May it Please the Hon'ble Tribunal,

1. Interim order was on 20-06-2007, on the Ext. 24, application for interim relief to pay the admitted amount to the concerned workmen, before next date of hearing.

2. This Party I, has complied with the orders, and all the concerned workmen have accepted the payment cheques/drafts, which were lying earlier as unaccepted.

3. The workmen accepted on 27-7-2007 all the original payment orders with drafts/ cheques and encashed the said drafts/cheques, Copy of the receipts along with statement dated 23-8-2007, has been filed, before this Hon'ble Tribunal, by Regd. Post A.D. mailed on 24-8-2007 under RLAD No. B 2409.

4. After completing this payment of all retired benefits, in the subsequent sittings, the representative of workmen, Shri Subhas Naik Georg has not appeared.

5. In today's sitting as well, none appeared for workmen.

6. We undertake to serve, separately copy of present statement, upon the said representative

Prayer.

The reference may kindly be awarded as disposed.

Vasco Camp.
17-6-2008

Mrs. M. Pereira
for Party-I

EXH.....B[Colly]

REGD POST A.D.

BEFORE CENTRAL GOVERNMENT INDUSTRIAL
TRINUNAL NO. 2, AT MUMBAI

Shram Rakshya Bhawan, 2nd Floor Shivshrustri Rd. Opp.
Priyadarshini, off Eastern Express Highway, Sion—
Mumbai—400022.

Ref. No. CGIT/2/80 of 2005

Employers i/r/t Management of

M/s. Elesbao Pereira & Sons.....Party-I

&

Their workmen.....Party-II

May it Please The Hon'ble Tribunal,

1. In preceding sitting date 17-6-2008 at Goa, in the present matter, none appeared for Party II. As such on behalf of Party I: Management application was after briefing that entire payment as per interim order has been completed and availed by the Party-II; the workmen and that the stamped receipts copies had been placed, on record of Tribunal. As such if was prayed that the reference may be awarded as disposed.

2. Hon. Tribunal was pleased to orders, that copy of that days application dated 17-6-2008, be served upon Party II and acknowledgement be filed on record.

3. Party I has accordingly so served copy on the representative Shri Subhas Naik George and copy of acknowledgement, is enclosed herewith is being filed, on record of the Tribunal.

4. Same may kindly be taken, on record.

Goa.
29-06-2008

D.B. Ambekar,
Adv. for Party-II
Premier Baireo
SANTA-CRUZ, Goa-402008.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

[GOA SITTING : 17-06-2008]

Ref No. CGIT-2/80 of 2005

Employers I/R/T Management of

M/s Elesibao Pereira and Sons.....Party I

&

Their Workmen.....Party II

May it please the Hon'ble Tribunal,

1. Interim order, was on 20-06-2007, on the Ext. 24, application for interim relief to pay the admitted amount to the concerned workmen, before next date of hearing.

2. This Party I, has complied with the orders, and all the concerned workmen have accepted the payment cheques/drafts, which were lying earlier as unaccepted.

3. The workman accepted on 27-7-2007 all the original payment orders with drafts/cheques and encashed the said drafts/cheques. Copy of the receipts along with statement dated 23-8-2007 has been filed, before this Hon'ble Tribunal, by Regd. Post A.D. mailed on 24-8-2007 under RLAD No. B 2409.

4. After completing this payment of all retired benefits, in the subsequent sittings, the representative of workman, Shri Subhas Naik George has not appeared.

5. In today's sitting as well, none appeared for workmen.

6. We undertake to serve, separately copy of present statement, upon the said representative.

Prayer.

The reference may kindly be awarded as disposed.

Vasco. Camp.
17-6-2008

Mrs. M. Pereira
for Party -I

29-8-2007 by post-Ext.....

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI-CAMP GOA.

CGIT Ref. No. 80/2005.

EMPLOYERS: ELESBAO PEREIRA & SONS.....PARTY I

AND

WORKMEN.....PARTY 2.

FILING OF THE COPIES OF RECEIPTS.

AFTER COMPLIANCE WITH THIS HON'BLE

COURTS ORDER ON EXHIBIT—No. 24

MAY IT PLEASE HON'BLE TRIBUNAL,

1. Party I is hereby filing copies of receipts of payments made pursuant to and in compliance Order on Exhibit No. 24.

The receipts are in respect of the following persons :

I

PRAKASH PEDNEKAR

- (1) Receipt dt. 27-7-2007 for Original Retrenchment Order

One month wage towards
notice, Back wages. Total Rs. 1,84,929-00
Retrenchment Compensation
By Pay Order dt. 31-01-2005.

- (2) Original Letter of Arrears
The amount of Arrears Rs. 9,370-00
By Pay Order dt. 02-02-2005.

- (3) Original Form 'L' notice of
payment of Gratuity
Amount of Gratuity. Rs. 72,862.00
By Cheque dated 02-03-2005,
duly renewed.

- (4) Original Leave Encashment
Payment Order.
Amount of Leave Encashment Rs. 58,320.00
By Pay Order dt. 07-11-2005.

II

SANYA BELGAONKAR

- (1) Receipt dt. 27-7-2007 for Original Retrenchment
Order
One month wage towards notice,
Back wages, Total Rs. 2,14,642-00
Retrenchment Compensation
By Pay Order dt. 31-01-2005.

- (2) Original Letter of Arrears,
The amount of Arrears. Rs. 44,030-00
By Pay Order dt. 02-02-2005.

- (3) Original form 'L' notice of
payment of Gratuity
Amount of Gratuity Rs. 84,292-00
By Cheque dt. 02-03-2005,
duly renewed.

- (4) Original Leave Encashment
Payment Order.
Amount of Leave Encashment. Rs. 67,500-00
By Pay Order dt. 07-11-2005.

III

RAMILO FERNANDES

- (1) Receipt dt. 27-7-2007 for Original Retrenchment
Order
One month wage towards notice
Back wages, Total Rs. 1,90,816-00
Retrenchment Compensation
By Pay Order dt. 31-01-2005.

- (2) Original Letter of Arrears.
The amount of Arrears. Rs. 25,127-00
By Pay Order dt. 02-02-2005.

- (3) Original Form 'L' notice of
payment of Gratuity
Amount of Gratuity Rs. 75,127-00
By Cheque dated 02-03-2005
duly renewed.

- (4) Original Leave Encashment
Payment Order.
Amount of Leave Encashment Rs. 60,120-00
By Pay Order dt. 07-11-2005.

IV

A. SANTIMANO

- (1) Receipt dt. 27-7-2007 for Original Retrenchment Order
One month wage towards notice
Back wages, Retrenchment Compensation } Total
By Pay Order dt. 31-01-2005. Rs. 1,65,516-00
- (2) Original Letter of Arrears.
The amount of Arrears Rs. 6,126-00
By Pay Order dt. 02-02-2005.
- (3) Original Form 'L' notice of payment of Gratuity Amount of Gratuity Rs. 65,400-00
By Cheque dated 02-3-2005, duly renewed.
- (4) Original Leave Encashment Payment Order. Amount of Rs. 52,380-00
Leave Encashment. By Pay Order dt. 07-11-2005.

V

JOAO MARCEL PEREIRA

- (1) Receipt dt. 27-7-2007 for Original Retrenchment Order
One month wage towards notice
Back wages, Retrenchment Compensation } Total Rs.
By Pay Order dt. 31-01-2005. 1,65,516-00
- (2) Original Letter of Arrears.
The amount of Arrears Rs. 5,998.-00
By Pay Order dt. 02-02-2005.
- (3) Original Form 'L' notice of payment of Gratuity
Amount of Gratuity Rs. 65,400-00
By Cheque dated 02-3-2005, duly renewed.
- (4) Original Leave Encashment Payment Order.
Amount of Leave Encashment. Rs. 52,380-00
By Pay Order dt. 07-11-2005.

VI

P. R. PARAMBIL

- (1) Receipt dt. 27-7-2007 for Original Retrenchment Order
One month wage towards notice,
Back wages, Retrenchment Compensation } Total Rs.
By Pay Order dt. 31-01-2005. 1,65,516-00
- (2) Original Letter of Arrears.
The amount of Arrears. Rs. 4,817-00
By Pay Order dt. 02-02-2005.

- (3) Original Form 'L' notice of payment of Gratuity
Amount of Gratuity Rs. 65,400-00
By Cheque dated 02-03-2005, duly renewed.
- (4) Original Leave Encashment Payment Order.
Amount of Leave Encashment. Rs. 52,380-00
By Pay Order dt. 07-11-2005.

2. We are filing copies of aforesaid receipts at Goa Camp, before the Hon'ble Tribunal today the 23rd August, 2007.

3. We undertake to serve the copy upon the party II's Representative, immediately and separately and file the acknowledge on the next date of hearing.

Goa Camp.
23-08-2007.

MRS. MADELINE PEREIRA.
FOR PARTY-I

Enclosures : Twelve Receipts as situated above.

Taxes : Rs. 3.00 (Have a nice day)
भारतीय डाक

INDIA POST

VASCO DA GAMA (403802)
RLAD B 2409
Counter No : 2, OP-Code : RANE
To : CENTRAL GOVT IND, MUMBAI

MUMBAI

Wt : 90grams,
Amt : 45.00, 24-08-2007, 12:30

EXH.....D[colly]

- (1) Mr. Joao Marcel Pereira For Notary Certified receipts.
- (2) Mr. A. Santimano "
- (3) Mr. Ramilo Fernandes "
- (4) Mr. Sanya Belgaonkar "
- (5) Mr. Prakash Pednekar "
- (6) Mr. P.R. Parambil "

Receipt

Opened in my presence unclaimed Registered Post A.D., envelope from M/s Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7017 dated 01-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original retrenchment and payments order No. 01 dated 31-01-2005, and;.....

Received Rs. 1,65,516.00 (Rupees One Lakh Sixty Five Thousand Five Hundred Sixteen only) by the Original Pay Order No. 496136 dated 31-01-2005, on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of : (a) One month wages in Lieu of notice of Rs. 9,182.00; (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 90,934.00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 65,400.00.

Vasco da Gama

27-07-2007.

Name : JOAO MARCEL PEREIRA.

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7181 dated 02-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original of letter Sub : Arrears arising out of delayed settlement. Letter No. 01 dated 31-01-2005 and; Received Rs. 5,998 (Rupees Five Thousand Nine Hundred Ninety Eight only), by the Original Pay Order No. 496148 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama

27-07-2007.

Name : JOAO MARCEL PEREIRA.

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 5798 dated 02-03-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and; Received Rs. 65,400.00 (Rupees Sixty Five Thousand Four Hundred only), by the Original Crossed Cheque No. 284349 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of Gross Wage last drawn i.e. Rs. 9,962 x 13 years of service.

Fresh date of Cheque : 27-07-07 is now inserted marked.

Vasco da Gama

27-07-2007

Name : JOAO MARCEL PEREIRA

Receipt

Opened in my presence not claimed Registered Post A.D. Envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4133 dated 07-11-2005 of Panaji Post Office, addressed to me. Received the contents : Original of letter dated 07-11-2005 of Payment of leave encashment and Received Rs. 52,380.00 (Rupees

Fifty Two Thousand Three Hundred Eight only) by the Original Pay Order No. 559597 dated 07-11-2005 drawn on Punjab National Bank, Vasco da Gama in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service.

Vasco da Gama

27-07-2007

Name : JOAO MARCEL PEREIRA

Receipt

Opened in my presence refused return to sender Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7021 dated 01-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original retrenchment and payments order No. 05 dated 31-01-2005, and; Received Rs. 1,65,516.00 (Rupees One Lakh Sixty Five Thousand Five Hundred Sixteen only) by the Original Pay Order No. 496137 dated 31-01-2005, on Punjab National Bank, Vasco da Gama, in my favour. The total amount above comprises of : (a) One month wages in lieu of notice of Rs. 9,182.00; (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 90,934.00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 65,400.00.

Vasco da Gama.

27-07-2007

Name : A. SANTIMANO

Receipt

Opened in my presence refused return to sender Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7169 dated 02-02-2005 of Vasco da Gama Post Office addressed to me, Received the contents : Original of letter Sub : Arrears arising out of delayed. Letter No. 05 dated 02-02-2005 and; Received Rs. 6,126.00 (Rupees Six Thousand One Hundred Twenty Six only), by the Original Pay Order No. 496149 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama.

27-07-2007

Name : A. SANTIMANO

Receipt

Opened in my presence refused return to sender Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 5802 dated 02-03-2005 of Vasco da Gama Post Office addressed to me, Received the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and; Received Rs. 65,400.00 (Rupees Sixty Five Thousand Four Hundred only), by the Original Crossed Cheque No. 284347 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total

amount comprises of Gross Wage last drawn i.e. Rs. 9,962 × 13 years of service.

Fresh date of Cheque 27-07-07 is now inserted.

Vasco da Gama.
27-07-2007

Name : A. SANTIMANO

Receipt

Opened in my presence refused return to sender Registered Post A.D, Envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4135 dated 07-11-2005 of Panaji Post Office addressed to me, Received the contents : Original Letter of dated 07-11-2005 of Payment of leave encashment and;..... Received Rs. 52,380.00 (Rupees Fifty Two Thousand Three Hundred Eighty only) by the Original Pay Order No. 559596 dated 07-11-2005 drawn on Punjab National Bank, Vasco-da-Gama, in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service.

Vasco da Gama.
27-07-2007

Name : A. SANTIMANO

Receipt

Opened in my presence refused return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7019 dated 01-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original retrenchment and Payment order No. dated 31-01-2005, and ;..... Received Rs. 1,90,816.00 (Rupees One Lakh Ninety Thousand Eight Hundred Sixteen only) by the Original Pay Order No. 496133 dated 31-1-2005, on Punjab National Bank, Vasco da Gama, in my favour. The total amount above comprises of : (a) one month wages in lieu of notice of Rs. 10,608.00; (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 1,05,081.00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 75,127.00.

Vasco da Gama.
27-07-2007

Name : RAMILO FERNANDES.

Receipt

Opened in my presence refused return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7174 dated 02-02-2005 of Vasco da Gama Post Office addressed to me. Received the contents : Original of letter Sub : Arrears arising out of

delayed settlement. Letter No. 09 dated 02-02-2005 and;..... Received Rs. 25,005.00 (Rupees Twenty Five Thousand Five only), by the Original Pay Order No. 496152 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama.
27-07-2007

Name : RAMILO FERNANDES.

Receipt

Opened in my presence refuse return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 5800 dated 02-03-2005 of Vasco da Gama Post Office addressed to me. Received the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and ;. Received Rs. 75,127.00 (Rupees Seventy Five Thousand One Hundred Twenty Seven only), by the Original Crossed Cheque No. 284345 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of Gross Wage last drawn i.e. Rs. 11,388.00 × 13 years of service.

Fresh date of Cheque : 27-7-2007 is now inserted.

Vasco da Gama.
27-07-2007

Name : RAMILO FERNANDES..

Receipt

Opened in my presence unclaimed Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4131 dated 07-11-2005 Panjim Post Office addressed to me. Received the contents : Original Letter of dated 07-11-2005 of Payment of leave encashment and;..... Received Rs. 60,120.00 (Rupees Sixty Thousand One Hundred Twenty only), by the Original Pay Order No. 559595 dated 07-11-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service..

Vasco da Gama.
27-07-2007

Name : RAMILO FERNANDES.

Receipt

Opened in my presence unclaimed Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7016 dated 01-02-2005 of Vasco da Gama Post Office addressed to me. Received the contents : Original retrenchment and payments order No. 07 dated 31-01-2005, and;..... Received Rs. 2,14,642.00 (Rupees Two Lacs, Fourteen Thousand Six Hundred Forty two

only), by the Original Pay Order No.496128 dated 31-1-2005 on Punjab National Bank, Vasco da Gama, in my favour. The total amount above comprises of: (a) one month wages in lieu of notice of Rs. 11,952.00; (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 1,18,398.00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 84,292.00.

Vasco da Gama.
27-07-2007

Name : SANYA BELGAONKAR

Receipt

Opened in my presence unclaimed Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7173 dated 02-02-2005 of Vasco da Gama Post Office addressed to me. Received the contents : Original of letter Sub: Arrears arising out of delayed settlement, Letter No. 07 dated 02-02-2005 and; Received Rs. 44,030 (Repees Forty Four Thousand Thirty only), by the Original Pay Order No. 496155 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama.
27-07-2007

Name : SANYA BELGAONKAR

Receipt

Opened in my presence, refused returned to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 5797 dated 02-03-2005 of Vasco da Gama Post Office addressed to me. Received the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and; Received Rs. 84,292.00 (Rupees Eighty Four Thousand, Two Hundred and Ninety Two only), by the Original Crossed Cheque No. 284344 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of Gross Wage last drawn i.e. Rs. 12,731.50 X 13 years of service.

Fresh date of Cheque : 27-07-07, is now inserted.

Vasco da Gama.
27-07-2007

Name : SANYA BELGAONKAR

Receipt

Opened in my presence unclaimed Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4136 dated 07-11-2005 of Panaji Post Office addressed to me. Received the Contents : Original of Letter

dated 07-11-2005 of Payment of leave encashment and;.....Received Rs. 67,500.00 (Repees Sixty Seven Thousand Five Hundred only) by the Original Pay Order No. 559593 dated 07-11-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service.

Vasco da Gama.
27-07-2007

Name : SANYA BELGAONKAR

Receipt

Opened in my presence refuse return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7015 dated 01-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original retrenchment and Payments order No. 11 dated 31-01-2005, and;.....Received Rs. 1,84,929.00 (Rupees One Lakh Eighty Four Thousand Nine Hundred Twenty Nine only) by the Original Pay Order No. 496138 dated 31-1-2005, on Punjab National Bank, Vasco da Gama, in my favour. The total amount above comprises of: (a) One month wages in lieu of notice of Rs. 10,276.00 (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 1,01,791.00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 72,862.00.

Vasco da Gama.
27-07-2007

Name : PRAKASH PEDNEKAR

Receipt

Opened in my presence refuse return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7167 dated 02-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original of letter Sub: Arrears arising out of delayed settlement Letter No. 11 dated 02-02-2005 and;.....Received Rs. 9,377.00 (Rupees Nine Thousand Three Hundred Seventy Seven only), by the Original Pay Order No. 496147 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama.
27-07-2007

Name : PRAKASH PEDNEKAR

Receipt

Opened in my presence refuse return to sender Registered Post A.D, envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 5803 dated 02-03-2005 of Vasco da Gama Post Office, addressed to me. Received

the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and;..... Received Rs. 72,862.00 (Rupees Seventy Two Thousand, Eight Hundred Sixty Two only), by the Original Crossed Cheque No. 284346 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of Gross Wage last drawn i.e. Rs. 11,056 × 13 years of service.

Fresh date of Cheque : 27-07-2007, is now inserted.

Vasco da Gama.
27-07-2007

Name : PRAKASH PEDNEKAR.

Receipt

Opened in my presence unclaimed Registered Post A.D. Envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4132 dated 07-11-2005 of Panaji Post Office, addressed to me. Received the Contents : Original of letter dated 07-11-2005 of Payment of leave encashment and ;..... Received Rs. 58,320.00 (Rupees Fifty Thousand Three Hundred Twenty only) by the Original Pay Order No. 559594 dated 07-11-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service.

Vasco da Gama.
27-07-2007

Name : PRAKASH PEDNEKAR.

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A 7014 dated 01-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original Retrenchment and Payments order No. 04 dated 31-01-2005, and;..... Received Rs. 1,65,516.00 (Rupees One Lakh Sixty Five Thousand Five Hundred Sixteen only) by the Original Pay Order No. 496134 dated 31-01-2005, drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount above comprises of : (a) One month wages in lieu of notice of Rs. 9,182.00; (b) Back Wages for period of 01-04-2004 to 04-02-2005 of Rs. 90,934. 00; (c) Retrenchment Compensation @ 15 days pay for every year of my service of 13 years of Rs. 65,400.00.

Vasco da Gama.
27-07-2007

Name : PADMANAB R. PANDARPARAMBIL

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama,

No. RLAD A7171 dated 02-02-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original of letter Sub : Arrears arising out of delayed settlement. Letter No. 04 dated 02-02-2005 and ; Received Rs. 4,817.00 (Rupees Four Thousand Eight Hundred Seventeen only), by the Original Pay Order No. 496153 dated 02-02-2005, drawn on Punjab National Bank in my favour towards payment of above referred arrears.

Vasco da Gama.
27-07-2007

Name : PADMANA B R.
PANDARPARAMBIL

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. RLAD A5799 dated 02-03-2005 of Vasco da Gama Post Office, addressed to me. Received the contents : Original FORM "L" notice for Payment of Gratuity dated 02-03-2005 and; Received Rs. 65,400.00 (Rupees Sixty Five Thousand, Four Hundred only), by the Original Crossed Cheque No. 284348 dated 02-03-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of Gross Wage last drawn i.e. Rs. 9,962 × 13 years of service.

Fresh date of Cheque : 27-7-07 is now inserted.

Vasco da Gama.
27-07-2007

Name : PADMANAB R. PANDARPARAMBIL

Receipt

Opened in my presence unclaimed Registered Post A.D. envelope from M/s. Elesbao Pereira & Sons, Vasco da Gama, No. 4134 dated 07-11-2005 of Panaji Post Office addressed to me. Received the Contents : Original of Letter dated 07-11-2005 of Payment of leave encashment and; Received Rs. 52,380.00 (Rupees Fifty Two Thousand Three Hundred Eighty only) by the Original Pay Order No. 559598 dated 07-11-2005 drawn on Punjab National Bank, Vasco da Gama, in my favour. The total amount comprises of leave encashment of 180 days accumulated leave during my full service.

Vasco da Gama.
27-07-2007

Name : PADMANAB R. PANDARPARAMBIL

नई दिल्ली, 13 जनवरी, 2009

क्र.आ 295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 375/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/256/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 295.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.375/2K5) of the Central Government Industrial Tribunal-Cum Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/256/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : SHRI KULDIP SINGH

Case ID. No. : 375/2K5

Registered on : 18-8-2005

Date of Decision : 12-9-2008

Balkar Singh S/o Shri Barkat Singh R/o Tinday Kalal; Tehsil R.S. Pura, Jammu.

... Petitioner

Versus

The Chairman and Managing Director, The Jammu and Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.

... Respondent

For the Workmen : Mr. Raunik Singh, A.R.

For the Management: Messrs. A.P. Jagga and Subodh Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India

for adjudication *vide* their No.L-12012/256/2004 (IR (B-1) dated 29th of July, 2005 :

“Whether the action of the management of J & K Bank Ltd. represented through Chairman, J & K Bank Ltd., in not regularizing the services of Shri Balkar Singh S/o Shri Barkat Singh, armed guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?”

The notice of reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank employees Federation, J & K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of Rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the

Bipartite settlement dated 19th of Oct, 1966, temporary workman could be appointed only for a limited period of work : (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8, the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and scheduled tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in

his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990, the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000/-per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was coterminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bipartite settlements as the appointment of staff in the banks, party to such settlements, could be either permanent, on probations, as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No: ZOJ/Per/Estt/2001 dated 29th of January, 2001. According

to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000/- per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides Circular No 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200/- three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005 read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why

the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown Mr. Abdul Rauf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd. ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the

management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the State to protect the property of the management.

The next question to go into is: wherefrom the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards.

Their witness Abdul Rauf Bhat, named above admitted that the management was party to the Bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by Bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the Bi-partite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of bipartite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong.

The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary, State of Karnataka" and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and, therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 296.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 371/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/253/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 296.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.371/2005) of the Central Government Indus.Tribunal -Cum-Labour Court No.2, Chandigarh, as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workman, received by the Central Government on 13-1-2009.

[No. L-12012/253/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SCTOR 18-A, CHANDIGARH

Presiding Officer : SHRI KULDIP SINGH

Case I.D. No. : 371/2005

Registered on : 18-8-2005

Date of Decision : 12-9-2008

Tribat Singh S/o Shri Parbhat Singh R/o VPO Samelpur
Tehsil and District Jammu.

... Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu

... Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management: Messrs. A. P. Jaga and Subodh
Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No.L-12012/253/2004 (1R (B-1)) dated 29th of July, 2005:

"Whether the action of the management of J & K Bank Ltd; respresented through Chairman, J & K Bank Ltd; in not regularizing the services of Shri Tribat Singh S/o Shri Parbhat Singh, w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed ther affidavit of Shri

Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-servicemen Bank employees Federation, J & K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Disputes Acts 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct. 1966, temporary workman could be appointed only for a limited period of work : (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8, the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act, SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and Bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the State and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and Government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the State, in the year 1990, the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No: DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000/- per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bipartite Settlements as the appointment of staff in the banks, party to such settlements, could be either permanent, on probations, as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the Bi-partite settlements. Moreover, the management in para No 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No: ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum-watchman on contract on consolidated wages of rupees 2000/- per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other

sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200/- three years after the initial recruitment besides he was paid rupees 50/- per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd ID No. 1326 of 2007 admitted that he has not

been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed

that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: wherefrom the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the Bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage

permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka" and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated

earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 02/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/17/2006-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 297.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.02/2007) of the Central Government Industrial Tribunal-Cum Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of The State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 13-1-2009.

[No. L-12011/17/2006-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA

Reference No. 02 of 2007

Parties : Employers in relation to the management of State
Bank of Bikaner & Jaipur, N.S. Road Branch

And

Their workmen

Present : Mr. Justice C.P. Mishra, Presiding Officer

APPEARANCE

On behalf of the : Mr. Shyam Lal Rohatgi, Assistant
Management ManagerOn behalf of the : Mr. K. Palit with Mr. N. N. Kundu,
Workmen Vice-President and Secretary of
the Union respectively.

State : West Bengal.

Industry: Banking

Dated : 5th December, 2008.

AWARD

By Order No. L-12011/17/2006-IR(B-1) dated 12-03-2007 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of Bikaner & Jaipur, N. S. Road, Branch, Kolkata in converting all Telcx Operator, Encoder Machine Operator and Stenographer into Single Window Operator (a higher allowance carrying post) w.e.f. 01-07-2005 without maintaining a combined seniority of all the Clerical/Cashier Staff of the Bank hence leaving out all the Asstt. Head Cashier, is fair and justified? if not, to what relief the workmen are entitled for?”

2. It appears from the record that an application has been filed by the union 12-11-2008 stating therein that they are no longer interest to proceed with the present reference and prayed for disposal of the same accordingly. Since the union which has espoused the cause of the workmen is no longer interested to proceed with the matter as stated the application, this Tribunal has no other alternative but to dispose of the present reference by passing a ‘No Dispute’ Award.

3. A ‘No Dispute’ Award is accordingly passed and the present reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated, Kolkata,

The 5th December, 2008.

नई दिल्ली, 13 जनवरी, 2009

का.आ 298.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 372/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/252/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 298.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.372/2K5) of the Central Government Industrial Tribunal -Cum Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/252/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldeep Singh

Case I.D. NO: 372/2K5

Registered on: 18-8-2005

Dated of Decision: 12-09-2008

Omkar Singh S/o Shri Bihari Lal r/o VPO Samelpur
Tehsil and District Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management: Messrs A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/252/2004-IR (B-1) dated 29th of July, 2005:

"Whether the action of management of J&K Bank Ltd.; represented through Chhairman, J&K Bank Ltd.; in not regularizing the services of Shri Omkar Singh s/o Shri Bihari Lal, Armed Guard w.e. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Sing as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank employees Federation J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200/- per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or

(ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative

offices and government treasuries, is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was inconsonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard-cum-watchman on contract on consolidated wages of

rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb., 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to Rupees 3500 per month basic and Rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of Rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to Rupees 2200 three years after the initial recruitment besides he was paid Rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb., 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb., 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement.

Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management,

therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that the since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement.

It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1228/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/94/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1228/2K5) of the Central Government Industrial Tribunal -cum- Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/94/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: SHRI KULDIP SINGH

Case I.D. No. 1228/2K5

Registered on: 19-12-2005

Date of Decision: 12-09-2008

Surjit Singh alias Suneet Singh s/o Shri Prem Singh r/o
VPO Paloura, Jammu, Tehsil and District Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd., Zonal Office, Rail head Complex,
Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management: Messrs. A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/94/2004- R (B-1) dated 29th of July, 2005:

*Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Surjeet Singh alias Suneet Singh w.e. f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit

whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Employees Federation J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of Rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of Rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the

petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and scheduled tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied

upon this letter. As per this letter the workman was engaged as armed guard along with three others consolidated charges of Rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with provisions of bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage and other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the

covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50/- per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb. 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb. 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd ID No 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage

armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the

change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bipartite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi- partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied

that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

क्र.आ. 300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1236/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/158/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1236/2K5) of the Central Government Industrial Tribunal -Cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/158/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, SECTOR 18-A,
CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE I.D. No. 1236/2K5

Registered on: 19-12-2005

Date of Decision: 12-09-2008

Salinder Shankar s/o Sh. Surinder Mohan C/o President,
All India Ex-Servicemen Bank Employees Federation,
Village Ratthian, Tehsil R. S. Pura, Jammu, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management: Messrs. A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/158/2005-IR (B-1) dated 25th November, 2005:

“Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Salinder Shankar, S/o Shri Surinder Mohan w.e.f. 4-4-2000 is just, fair legal and justified? If not, what relief workman is entitled to and from which date?

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photocopies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-servicemen Bank Employers Federation J&K Unit is the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per

month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Sastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: i) which is essentially temporary in nature or ii) which is an increase in the work of permanent nature or iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Sastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bipartite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to

the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway Head Complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was inconsonance with the provisions of Bipartite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or

part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in par No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Est/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000/- per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb. 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50/- per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of

engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb. 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb. 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the

same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the

customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite Settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the State to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite Settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service.

Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and, therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guards who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months

from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1235/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/159/2005-आई आर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1235/2005) of the Central Government Indus.Tribunal -Cum-Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/159/2005-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case I.D. No. 1235/2K5

Registered on: 19-12-2005

Dated of Decision: 12-09-2008

Jeet Singh S/o Shri Ram Singh, C/o President, All India Ex-Servicemen Bank Employees Federation, Village Ratthian, Tehsil R.S. Pura, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, The Jammu and Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the workman : Mr. Raunik Singh, A.R.

For the Management: Messrs; A.P. Jagga and Subodh Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/159/2005-(I R (B-1) dated 25th November, 2005:

“Whether the action of management of J&K Bank Ltd., represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Jeet Singh S/o Shri Ram Singh w.e.f. 4-4-2000 is Just, fair, legal and justified? If not, what relief workman is entitled to and from which date?”

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photocopies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-serviceman Bank Employers Federation J&K unit is that the Management invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite

Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as “Act”. In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct. 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act, that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of

regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others consolidated charges of rupees 2000 per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was inconsonance with provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the Bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman

was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard-cum watchman on contract on consolidated wages of rupees 2000/- per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th

of June, 2005 Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their

reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that the since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect

the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the Bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R. K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they

had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1231/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/91/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 302.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1231/2K5) of the Central Government Industrial Tribunal -Cum Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/91/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE I.D. No: 1231/2K5

Registered on: 19-12-2005

Date of Decision: 12-09-2008

Bachan Singh S/o Shri Teja Singh, C/o President, AIEBEF,
J&K Unit, Jammu, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.

.... Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/91/2005-IR (B-1) dated 16th November, 2005:

"Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Bachan Singh S/o Shri Teja Singh w.e.f. 4-4-2000 is just, fair, legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photocopies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000/- per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or

(i) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8, the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastry and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative

offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000/- per month for a period of two months for his deployment in the Zonal Headquarters, Railway Head Complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite Settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite Settlements did not envisage and other category of staff in the banks, who were signatory to the Bipartite Settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and wherefrom this contractual engagement erupted is required to be examined?

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard-cum watchman on contract on consolidated wages of

rupees 2000/- per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of February, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50/- per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005 read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of February, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the

nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd. ID No.1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only upto seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management,

therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the state to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: wherefrom the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement.

It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite Settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to wherefrom they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ न. 2 के पंचाट (संदर्भ संख्या 1237/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/157/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 303.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1237/2K5) of the Central Government Industrial Tribunal -Cum Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/157/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO: 1237/2K5

Registered on: 19-12-2005

Dated of Decision: 12-09-2008

Allahadad S/o Sh. Ghulam Hussain, C/o President, All India Ex-Servicemen Bank Employees Federation, Village Ratthian, Tehsil R. S. Pura, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, The Jammu and Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

..... Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and Subodh Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/157/2005-IR (B-1) dated 25th November, 2005:

"Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Allahadad, S/o Shri Ghulam Hussain w.e.f. 4-4-2000 is just, fair, legal and justified? If not, what relief workman is entitled to? And from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and

objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Employees Federation J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of Rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of Rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy, caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which

he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and scheduled tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing

away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others consolidated charges of Rupees 2000 per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged sine the final selection of armed guards was made. The appointment of the workman on temporary basis was inconsonance with provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in Para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard - cum-watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and perks. He was entitled to travelling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the

management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to Rupees 3500 per month basic and Rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of Rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to Rupees 2200 three years after the initial recruitment besides he was paid Rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb. 2001, 4th of April, 2003 and 18th of June, 2005 read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb. 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory

body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of Rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the

circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the state to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement.

It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-I. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 377/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/258/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 304.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 377/2K5) of the Central Government Industrial Tribunal-Cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/258/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO: 377/2K5

Registered on: 18-8-2005

Dated of Decision: 12-09-2008

Ashok Kumar S/o Shri Krishan Chander r/o House
No. 138, Uppar Gumat, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.... Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal Advocate

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication *vide* their No. L-12012/258/2004-1 R (B-1) dated 29th of July, 2005:

“Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Ashok Kumar, S/o Shri Krishan Chander, Armed Guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?”

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim

relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as “Act”. In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him

emolument as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastry and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and Bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and Government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the

number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others consolidated charges of rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was inconsonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage and other category of staff in the banks, who were signatory to the Bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of

sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the bank's rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to Rupees 3500 per month basic and Rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to Rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the

engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No.1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of Rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the

management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on

contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Sastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the Bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by Bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the Bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of Bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for

contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 305.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड

कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाद (संदर्भ संख्या 378/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/258/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 305.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.378/2K5) of the Central Government Indus.Tribunal-Cum Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/258/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO: 378/2K5

Registered on: 18-8-2005

Date of Decision: 12-09-2008

Swaran Singh S/o Shri Chajju Ram, R/o VPO Somarpur, Teh. & Distt. Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.... Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/258/2004 I R (B-1) dated 29th of July, 2005:

"Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not

regularizing the services of Shri Swaran Singh, Armed Guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank employees Federation J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of Rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of Rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act". In terms of paras 20.7 and 20.8 of the Bipartite Settlement dated 19th of Oct., 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii)

in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not a maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT, 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and Bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-Servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the State and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive

posts; so as to man the currency chests, administrative offices and Government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the State, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of Rupees 2000 per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite Settlements, as the appointment of staff in the banks, party to such settlements, could be either permanent, on probations as temporary employee or part time employee. The Bi-partite Settlements, did not envisage and other category of staff in the banks, who were signatory to the Bi-partite Settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No: ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard-cum-watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and perks. He was entitled to travelling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb., 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500/- per month basic and rupees 200/- as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000/- per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50/- per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of February, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated

29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of February, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd., ID No.1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the

engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000/- per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further

failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Sri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by Bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the Bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of Bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for

engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़, नं. 2 के पंचाट (संदर्भ संख्या 1230/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/92/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1230/2K5) of Central Government Indus.Tribunal-Cum-Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/92/2005-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE LD. NO: 1230/2K5

Registered on: 19-12-2005

Date of Decision: 12-09-2008

Sangram Singh S/o Shri Balwan Singh, C/o President, AIEBEF, J&K Unit, Jammu, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal, Advocate

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/92/2005/IR (B-1) dated 16th November, 2005:

“Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Sangram Singh S/o Shri Balwan Singh w.e.f. 4-4-2000 is just, fair, legal and justified? If not, what relief workman is entitled to? And from which date?”

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-serviceman Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as “Act”. In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or

(ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastry and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and Government treasuries, is stated by them that

the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of Rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage and other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No: ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard-cum-watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and

perks. He was entitled to travelling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to Rupees 3500 per month basic and Rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of Rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to Rupees 2200 three years after the initial recruitment besides he was paid Rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb., 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb., 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the

engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No. 01326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

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Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite Settlement applied. Thus the claim of the management that they were not governed by Bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the Bi-partite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of Bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1229/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/93/2005-आई आर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 307.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1229/2K5) of the Central Government Indus.Tribunal-Cum Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No.L-12012/93/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No. 1229/2K5

Registered on: 19-12-2005

Dated of Decision: 12-09-2008

Neshant Singh S/o Shri Shankar Singh, C/o President,
AIEBEF, J&K Unit, Jammu, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr.Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/93/2005 IR (B-1)) dated 17th November, 2005:

"Whether the action of management of J&K Bank Ltd; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Neshant Singh w.e.f. 4-4-2000 is just, fair, legal and justified? If not, what relief workman is entitled to? And from which date?

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief.

In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workman that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 200. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged

as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb., 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd* ID No. 1326 of 2007

admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed

that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Sastri and other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part

time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated

earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 1225/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/90/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1225/2K5) of the Central Government Indus. Tribunal-Cum-Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No.L-12012/90/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, SCTOR 18-A,
CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No. : 1225/2K5

Registered on: 19-12-2005

Date of Decision: 12-09-2008

Balbir Singh S/o Shri Krishan Singh, C/o President, AIEBF,
J&K Unit, Jammu, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd., Zonal Office, Rail Head Complex,
Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal, Advocate

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/90/2005-IR (B-1) dated 16th November, 2005:

"Whether the action of management of J&K Bank Ltd.; represented through Chairman, J&K Bank Ltd., in not regularizing the services of Shri Balbir Singh S/o Shri Krishan Singh w.e.f. 4-4-2000 is just, fair, legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-servicemen Bank Employees Federation, J&K Unit is that the management Bank invited applications for

recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bi-partite Settlement dated 19th of Oct., 1966, temporary workmen could be appointed only for a limited period of work, (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the

affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and scheduled tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that sometime back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard alongwith three others consolidated charges of rupees 2000 per months for a period of two months for his deployment in the Zonal Headquarters, Railway Head Complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it

was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite Settlements did not envisage any other category of staff in the banks, who were signatory to the Bi-partite Settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and wherefrom this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt./2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000 per month which included all allowances and perks. He was entitled to travelling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of February, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105, dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised

to rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 2000, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Versus J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that

he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that the since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to gone into is : where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, Probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other

evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others Versus Secretary State of Karnataka and others reported as 2006 (4) SCC-I. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of

regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ नं. 2 के पंचाट (संदर्भ संख्या 374/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/257/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 309.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.374/2K5) of the Central Government Indus. Tribunal-Cum-Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/257/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No. : 374/2K5

Registered on: 18-8-2005

Dated of Decision: 12-09-2008

Dayal Singh S/o Shri Hans Raj, R/o Village Barnai, P.O. Muthi, Tehsil and District Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and Kashmir Bank Ltd, Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh,
A.R.

For the Management : Messrs. A.P. Jagga and
Subodh Singh Jamwal,
Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/257/2004-1R (B-I) dated 29th July, 2005:

“Whether the action of management of J&K Bank Ltd; represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Dayal Singh S/o Shri Hans Raj Armed Guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?”

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-serviceman Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Disputes Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties

as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of Section 18 of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct., 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for scheduled caste and scheduled tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more

branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000 per month for a period of two months for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para

No. 5) of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No.: ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order of documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as Rajinder Singh Versus J&K Bank Ltd. ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of

change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further

failed to prove that it was the duty of the state to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: wherefrom the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite settlement or was governed by Shastri and other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the Bi-partite Settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to wherefrom they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they

had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of "Uma Devi and others versus Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ 310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीबढ़ नं. 2 के पंचाट (संदर्भ संख्या 373/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/254/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 310.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.373/2K5) of the Central Government Industrial Tribunal-Cum-Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/254/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No. : 373/2K5

Registered on: 18-8-2005

Date of Decision: 12-09-2008

Kirpal Singh S/o Shri Rattan Singh, R/o Dhar-Khour, P.O. Pallanwala Tehsil Akhnour, District Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management : Messrs. A.P. Jagga and Subodh Singh Jamwal, Advocate

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/254/2005-IR (B-1) dated 29th July, 2005:

"Whether the action of management of J&K Bank Ltd; represented through Chairman, J&K Bank Ltd; in not regularizing the services of Shri Kirpal Singh S/o Shri Rattan Singh Armed Guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photo copies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India ex-serviceman Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other awards in terms of section 18 of the Industrial Dispute Act, 1947, hereinafter to be referred as "Act". In terms of para 20.7 and 20.8 of the Bipartite settlement dated 19th of Oct, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii)

which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the purview of Act, that the workman is not workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable. They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastri and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and Bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative

offices and government treasuries, it is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, in the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others consolidated charges of rupees 2000 per month for a period of two months for his deployment in the Zonal Headquarters, Railway Head Complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite Settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations, as temporary employee or part time employee. The Bi-partite Settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of rupees 2000 per month which included all allowances and perks. He was entitled to travelling allowance as admissible

to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to travelling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb., 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to rupees 2200 three years after the initial recruitment besides he was paid rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb., 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of February, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a

statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rauf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Vs. J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat,

referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the Bi-partite Settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the Bi-partite Settlement or was governed by Shastri and Other Awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the Bi-partite Settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said Association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and

Kashmir Bank is named among the 56 banks to which the Bi-partite Settlement applied. Thus the claim of the management that they were not governed by Bi-partite Settlement is baseless and wrong.

The management has also failed to show as to wherefrom they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees. Probationers, temporary and part time employees as per paragraph 23.15 of Desai Award. There was no provision to engage person on contract in the Bi-partite Settlement and awards. The management has failed to show wherefrom they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogous to the very spirit of Bi-partite Settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the Nation as there is nothing on record to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to. The Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and Regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India

in the case of "Uma Devi and others Vs. Secretary State of Karnataka and others reported as 2006 (4) SCC-1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of-course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and, therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 311.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ नं.-2 के पंचाट (संदर्भ संख्या 376/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/255/2004-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 376/2005) of the Central Government Industrial Tribunal-Cum-

Labour Court, No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Jammu and Kashmir Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/255/2004-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE I.D. No. 376/2005

Registered on: 18-8-2005

Date of Decision: 12-09-2008

Pawan Kumar S/o Shri Ram Singh, R/o Ashok Nagar
Satwari, Jammu.

.....Petitioner

Versus

The Chairman and Managing Director, the Jammu and
Kashmir Bank Ltd., Zonal Office, Rail Head Complex,
Jammu.

.....Respondent

For the Workman : Mr. Raunik Singh, A.R.

For the Management: Messrs A.P. Jagga and
Subodh Singh Jamwal, Advocates

AWARD

The following reference was received by this Tribunal from the Ministry of Labour, Government of India for adjudication vide their No. L-12012/255/2004 (IR (B-1)) dated 29th of July, 2005 :

"Whether the action of management of J&K Bank Ltd. represented through Chairman, J&K Bank Ltd.; in not regularizing the services of Shri Pawan Kumar, Armed Guard w.e.f. 4-4-2000 is legal and justified? If not, what relief workman is entitled to and from which date?"

The notice of the reference was issued to the parties. The workman appeared through representative whereas the management appeared through counsel. The workman filed his statement of claim and an application for interim relief. The management filed written statement and objections to the application of workman for interim relief. In support of his claim the workman filed his affidavit whereas the management filed the affidavit of Shri Mohammad Amin, Chief Manager. The parties also placed on record the photocopies of certain documents, reference about which shall be made at appropriate stage. The workman appeared as witness whereas the management examined S/Shri Mohd. Amin and Dayal Singh as their

witnesses. The representative of workman has argued in the matter whereas the management has submitted the written arguments.

The claim of the workman, as made through the All India Ex-servicemen Bank Employees Federation, J&K Unit is that the management Bank invited applications for recruitment of armed guards for deployment in its different branches and offices. The petitioner was appointed on temporary basis for two months on a consolidated salary of Rupees 2000 per month against a clear vacancy vide order dated 4th of April, 2000. He submitted the documents and certificates desired by the management and detailed in paragraph 4 of the claim petition. The post against which he was appointed was reserved category post meant for Ex-servicemen and duties were of perennial nature. Since the workman is working continuously on the post it is indicative of availability of permanent vacancies with the management attracting the provisions of Section 25-B of the Industrial Dispute Act, 1947. The workman thus deserves regularization in service. It is further his case that the management had earlier recruited, on temporary basis, armed guards on consolidated pay of Rupees 1200 per month and they were regularized later on. The workman is sufficiently qualified and has been performing the duties as are being performed by permanent armed guard, therefore, he is entitled to be regularized in service. Besides he is also entitled to equal pay for equal work in terms of article 14 of the Indian Constitution. It is also the case of the workmen that the management being member of the Indian Banking Association is governed by Bipartite Settlements and Shastri and other Awards in terms of Section 18 of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act". In terms of paras 20.7 and 20.8 of the Bipartite Settlement dated 19th of October, 1966, temporary workmen could be appointed only for a limited period of work: (i) which is essentially temporary in nature or (ii) which is an increase in the work of permanent nature or (iii) in a temporary vacancy caused by the absence of a permanent workman. According to paragraph 20.8 the temporary appointment should not exceed a period of three months. The management thus has failed to implement the awards and agreements by which they were bound attracting the penal provisions of Section 29 of the Act. He has prayed for his regularization in service and for paying him emoluments as are being paid to regular armed guards and also to pay him the arrears of salary and allowances which he is found to be due. The workman has supported his case with some documents besides has also appeared as witness in the case.

The management has opposed the claim of the workman. According to them the union espousing the cause of the workman has no legal right to maintain the petition; that the dispute in hand does not fall within the 'purview of Act'; that the workman is not a workman as defined by the Act and the claim has been based on conjectures and surmises, therefore, misconceived and not maintainable.

They have further claimed that since the management was constituted under J&K Companies Act SVT 1977 and is governed by the articles and memorandum of the Association, therefore, the provisions of Shastry and other awards and Bipartite Settlement have no application to the affairs of the management. Moreover, the engagement of the petitioner is governed by the conditions governing the engagement of the petitioner as temporary contractual armed guard and not by the awards and bi-partite settlements. It is denied by them that the petitioner was engaged against the vacancies reserved for Ex-servicemen as there is no reservation except for schedule caste and schedule tribes. They have further denied that the workman was entitled to any special consideration on the basis of certificates produced by him. The State Government had provided security to the vulnerable branches of the management and in view of the improvement in law and order situation, deployment of armed guards is not at all necessary.

It is further claimed by the management that the provisions of Section 25-B of the Act are not applicable to the case; that Jammu and Kashmir Government had provided security to 109 branches in the state and more branches are likely to fall in that category. Thus the services of the armed guards on temporary basis are no more required. The job of the armed guard is also not perennial in nature. The workman is not entitled to the right of regularization as he was not engaged against any vacancy nor the management is under an obligation to regularize him. He is also not entitled to equate himself with any other person working in the bank against substantive post. The principle of equal pay for equal work is not applicable in his case. Admitting that some time back the management had made recruitment of armed guards against substantive posts so as to man the currency chests, administrative offices and government treasuries, is stated by them that the armed guards were not given the job of guarding the branches. However, due to turmoil in the state, the year 1990 the management felt the requirement of securing its branches through the armed guards, but the job so available was temporary in nature. The bank has now reduced the number of guards in view of the improvement in the security scenario and now it is in the process of doing away with the services of the armed guards as the security position has improved. It is further claimed by them that the bank has no intentions to create substantive posts of armed guards. In the circumstance the workman has no right to maintain the present reference and the same deserves to be rejected.

I have gone through the file and have also considered the submissions made by the parties and their counsel.

On record I find a copy of letter No. DO/SS/J/2000 dated 4th of April, 2000 and both the parties have relied upon this letter. As per this letter the workman was engaged as armed guard along with three others on consolidated charges of rupees 2000 per month for a period of two months

for his deployment in the Zonal Headquarters, Railway head complex, Jammu. His engagement was co-terminus with the final selection and appointment of armed guards. There is a clear mention in this letter that the engagement of the workman was on temporary basis for two months. But it was also mentioned that his engagement shall be till the final selection of the armed guards for appointment. Thus the order clearly stated that the appointment of the workman was temporary and for two months or till the final appointment of armed guards. Admittedly the workman is working with the management and is performing the same duty till date. There is nothing on record to show that the workman was disengaged after two months or that he was disengaged since the final selection of armed guards was made. The appointment of the workman on temporary basis was in consonance with the provisions of Bi-partite settlements as the appointment of staff in the banks, party to such settlements could be either permanent, on probations as temporary employee or part time employee. The Bi-partite settlements did not envisage any other category of staff in the banks, who were signatory to the bi-partite settlements. Moreover, the management in para No. 5 of their written statement and at number of other places in their pleadings admitted that the workman was engaged on temporary basis from time to time. But in the same breath they have claimed that the workman was bound by the terms laid down in the contractual engagement order. How and where from this contractual engagement erupted is required to be examined.

There is also on record a copy of another order No. ZOJ/Per/Estt/2001 dated 29th of January, 2001. According to this letter the workman was engaged as armed guard cum watchman on contract on consolidated wages of Rupees 2000 per month which included all allowances and perks. He was entitled to traveling allowance as admissible to sub-staff of the management bank. The appointee was given the status equivalent to the rank of sub-staff and he was subject to discipline and conduct under rules applicable to sub-staff of the bank. This order of the management contradicts the stand taken by them that the engagement of the workman was contractual; that he was to be governed by the terms of the contract. According to this order the workman was to be governed by the banks rules for discipline and conduct as applicable in general to sub-staff of the bank. He was given the status equivalent to the rank of sub-staff and was also entitled to traveling allowance. His wages included other allowance and perks. All this shows that the workman was engaged as any other sub-staff of the bank and in a way he was denied any allowances or perks as compared to the other staff of the bank. This clearly suggests that he had been engaged as temporary employee for all purposes and why and how the covering of contract was given to his engagement is not explained by the management. They have also failed to show that the nomenclature of contractual engagement was given with the full consent and willingness of the parties.

There are also copies of orders dated 20th of Feb, 2001, 18th of June, 2005 and 4th of April, 2006 besides circular No. 105 dated 23rd of June, 2008. By the circular the monthly wages of the armed guards were raised to Rupees 3500 per month basic and rupees 200 as washing allowance with effect from 1st of June, 2008. The perusal of order dated 4th of April, 2000 show that the workman was engaged on temporary basis on a consolidated charges of Rupees 2000 per month and his engagement was for two months. The claim of the workman that he has been serving the management continuously from the date of his initial recruitment; and that his salary was raised to Rupees 2200 three years after the initial recruitment besides he was paid Rupees 50 per month as washing allowance has not been denied by the management. However, on record there is no order or documents to show as to what was the nature of engagement of the workman after the expiry of two months from 4th April, 2000, the day he was initially engaged purely on temporary basis.

The other documents on record are the orders dated 29th of January, 20th of Feb, 2001, 4th of April, 2003 and 18th of June, 2005. Read together these orders show that the workman was engaged on contract basis as per the terms and conditions contained in the order dated 29th of January, 2000. His engagement was for two years terminable on one month's notice or pay in lieu thereof from either side. The order dated 20th of Feb, 2001 shows his having been deployed in the Zonal Office, Jammu. The management has not placed on record any document to show as to why the engagement of the workman was changed from temporary to that of contractual engagement. Whether the management had changed the nature of the engagement of the workman at their own or it was duly notified by them before doing it and the same was done with his full consent. The management being a statutory body created by an Act of the Legislature was expected to be following the principle of transparency in all its action. They were also required to notify the qualifications of the persons to be appointed as armed guards to be engaged to protect the property of the management and money of the depositors. Why they should have acted under veil and not notified the requirement of armed guards on contract basis is not shown. Mr. Abdul Rouf Bhat, who appeared as witness for the management in his capacity as Vice-President of the management in similar case titled as *Rajinder Singh Vs. J&K Bank Ltd.* ID No. 1326 of 2007 admitted that he has not been able to find out the record showing that the notification for engagement of workman on contract was issued by the management. All this shows that the management did not notify their requirement to engage armed guards on contract and the orders showing the engagement of workman on contract were without any basis and was a creation of some Officer without authority of statute or rules.

The workman in his statement before this Tribunal admitted that he had signed on the forms like the one marked as "A". He further stated that he had not understood as to what the forms filled by him contained as he cannot understand the English language. He further claimed that he has studied

only up to seventh standard and cannot read English language fluently. In such circumstances the responsibility of the management increased. They have not come forward to show as to what were the circumstances in which the nature of the engagement of the workman was changed and whether the change had taken place with the mutual consent of the parties. From the conduct of the management it is clear that they had engaged the workman as temporary armed guards and later on changed the nature of his engagement to contractual without notifying the same and possibly without the consent and knowledge of the workman.

The management has not disputed that the workman was working with them since April, 2000. In their pleadings they have not shown when there arose the necessity of change of nature of the engagement of the workman. In para 1 of their reply they have only referred to the engagement of the workman on contract but they have admitted in paras 2 and 3 of the written statement that the workman was engaged temporarily as armed guard on a consolidated wages of Rupees 2000 per month. They have stated nothing as to from which date the nature of engagement of the workman was changed and in what circumstances. It is also not correct to claim by them that the workman was not engaged against a vacancy with the management. If there was no vacancy then against which post he was engaged and paid the wages. The management, therefore, has not disclosed all the facts about the nature of the engagement of the workman initially and the circumstances in which they had changed the nature of the engagement of the workman with or without his consent or they had done so arbitrarily. Mr. Abdul Rauf Bhat, referred to above, who appeared as witness for the management in a similar matter was directed to produce the record to show whether the management had followed any procedure before changing the nature of engagement of the workman. He frankly admitted that he has not been able to lay his hand on any such record. This shows that the management had changed the nature of engagement of the workman without taking him into confidence. Their plea, that the since the workman had signed on the order of engagement of the workman on contract, it is to be presumed that he had done so understanding the nature of his engagement, cannot be accepted for the reasons that the workman clearly stated in the court that he did not understand what contained in the forms filled by him as he did not understand English language. In the circumstances it cannot be accepted that the workman was party to the change of nature of his engagement. In my opinion mere obtaining signatures on the copy of the order without explaining the contents mentioned therein, is not sufficient to indicate that the workman was fully aware as to what the documents on which he is being made to sign contained and what would be the effect of his signing on the said documents.

The management is a statutory body and its functioning is supposed to be governed by standing orders, circulars and regulations. Changing the nature of employment of its employee was not a casual matter as to be regulated by an order of engagement. As stated above

there should have been policy decision of the management to engage armed guards to protect and secure the property of the management including the cash deposits of the customers. If so what was the decision of the management when the armed guards were engaged initially on temporary basis and what prompted the management to change over to contractual system and whether that system was permissible under the bi-partite settlement and awards governing the parties. The management has utterly failed to support their claim with any evidence. They have further failed to prove that it was the duty of the State to protect the property of the management and only as stop gap arrangement the armed guards were engaged since there was delay on the part of the state to protect the property of the management.

The next question to go into is: where from the management got the authority to engage armed guards on contract. In their written arguments the management has denied that the management was party to the bi-partite settlement or was governed by Shastri and Other awards. Their witness Abdul Rauf Bhat, named above admitted that the management was party to the bi-partite settlement. It cannot be denied that the management is member of Indian Banking Association as all the appointment in the management are being made on the basis of tests conducted by the said association. Moreover, as per the list attached with Service Conditions of Bank Employees written and compiled by Shri R.K. Ghotgalkar, published by Himalaya Publishing House, Delhi at page 287, the Jammu and Kashmir Bank is named among the 56 banks to which the bi-partite settlement applied. Thus the claim of the management that they were not governed by bi-partite settlement is baseless and wrong.

The management has also failed to show as to where from they assumed the powers to engage workmen on contract. The management had the power only to engage permanent employees, probationers, temporary and part time employees as per paragraph 23.15 of Desai award. There was no provision to engage person on contract in the bi-partite settlement and awards. The management has failed to show where from they got that power. The workman is shown to be working for full time. To the least he could have been engaged only as temporary employee. The concept of appointment on contract was analogues to the very spirit of bi-partite settlements and awards.

I have considered the submissions made by the Management in writing. The Management has admitted that the workman was initially engaged on temporary basis. Without admitting categorically they have not denied that the workman is in their service right from the year 2000 till date. They have also not produced any record or other evidence to show that the State of Jammu and Kashmir had taken upon themselves to provide security to the branches of the Management Bank. It is also their wrong claim that the workman has attained the age of superannuation, therefore, he is not entitled to regularization in service. Very strangely they have claimed that the Management has given the job to the workman keeping in view his services rendered to the nation as there is nothing on record

to support that claim. As discussed above, the Management has utterly failed to show that the parties had agreed to switch over to contractual relationship with mutual consent, and that the Management had notified the demand for engaging armed guard on contractual basis and that they had provided relief to the workman under the Industrial Disputes Act, after disengaging him from temporary service. In short, there is absolutely no evidence that the Management had taken a policy decision to end the engagement of workman on temporary basis and go for contractual engagements of armed guards. The claim of the Management that they had switched over to the contractual relationship of the workman with his consent and after following a transparent policy in that regard and after duly notifying the policy of the Management and calling for candidates from the public at large is also wrong. The claim of the Management is, therefore, false, fabricated and not based on the record, therefore, the same is rejected.

Now the question arises as to what relief the workman is entitled to the Management has taken the plea that the workman is not entitled to the relief of regularization since his engagement was not in accordance with the Rules and regulations. They have taken the support of judgment of the Hon'ble Supreme Court of India in the case of *Uma Devi and others versus Secretary, State of Karnataka and others* reported as 2006 (4) SCC 1. I have considered this plea of the Management also. It is true that the workman cannot claim regularization as a matter of right unless there is clear vacancy and there are rules which support his claim for regularization. But this fact cannot be denied that the workman is serving the Management continuously for the last more than 8 years. As stated earlier the Management has failed to show that the Government of Jammu and Kashmir had an obligation to provide security to the establishments of the Management. In such circumstances, the workman becomes the liability of the Management, who, as I have held earlier, is working with them on temporary basis, to consider him for regularization in service by creating the post for him and of course after following the procedure to be devised by them in the best interest of the Management, the workman and the Society at large. I have noticed from the record that the Management has from time to time acknowledged the need of the workman and therefore, they have raised his wages from time to time. The Management has not denied that they were considerate to regularize the services of the armed guard who were engaged by them initially on temporary basis, before the engagement of the workman. On that parity also the workman should not be denied the right of regularization. Keeping in view the facts and circumstances of the case, I direct the Management to frame policy to regularize the workman within a period of three months from today. In case of their failure to do that the workman shall be deemed to have been regularized in service on the post he is working from the date of his engagement. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be sent to records after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2009

का.आ. 312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि बैंक ऑफ़ मितसुबिशी यू.एफ.जी. लि. प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 14/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/311/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 312.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.14/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No.2, Mumbai, as shown in the Annexure, in the Industrial Dispute between the management of The Bank of Tokyo-Mitsubishi UFJ, Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/311/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Present: A. A. Lad, Presiding Officer

Reference No. CGIT-2/14 of 2004

Ministry's Order No. L-12012/311/03-IR(B-I), dated 20-2-2004.

Employers in relation to the Management of the Bank of Tokyo-Mitsubishi UFJ, Ltd.

(Formerly known as The Bank of Tokyo-Mitsubishi Ltd.)

The General Manager,
Bank of Tokyo-Mitsubishi UFJ Ltd.
15th Floor, Hoechst House
193, Vinay K. Shah Marg,
Nariman Point
Mumbai-400 021.

.....Petitioner

And

Their Workmen,
The President
Bank of Tokyo-Mitsubishi Employees'
Association Jeevan Prakash
Sir P.M. Road, Fort
Mumbai-400 001.

.....Respondent

APPEARANCES:

For the Employer: Mr. L.L. D'Souza Representative.

For the Workmen : No appearance

CORRIGENDUM TO AWARD DATED 24th June, 2008

Ref. CGIT-2/14 of 2004

The name of the Employer/First Party mentioned in the Award Dated 24-6-2008 may be read as The Bank of Tokyo-Mitsubishi UFJ, Ltd. instead of 'The Bank of Tokyo-Mitsubishi Ltd.' and its address as 15th Floor, Hoechst House, 193, Vinay K. Shah Marg, Nariman point, Mumbai-400 021.

A.A. LAD, Presiding Officer

Date: 1-12-2008

नई दिल्ली, 13 जनवरी, 2009

का.आ. 313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि साउथ इण्डियन बैंक लि. प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या 255/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/157/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th January, 2009

S.O. 313.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.255/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam, as shown in the Annexure, in the Industrial Dispute between the management of The South Indian Bank Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-12012/157/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B.A., LL. B.,
Presiding Officer

(Tuesday the 23rd day of December, 2008/
2nd Pausa, 1930)

I.D. No. 255 of 2006

(I.D. No. 57/2001 of Industrial Tribunal, Alappuzha)

Workman Sri C. Suresan Pillai,
Indira Mandiram,
Thevalakkara,
Kollam District, Kerala State.
By Adv. Sri P.B. Sureshkumar.

Management: The Chairman,
The South Indian Bank Limited,
Administrative Office, SIB House,
Mission Quarters, P.B. No. 28,
Thrissur-680001.
by Adv. Saji Varghese.

This case coming up for hearing on 19-12-2008, this Tribunal-cum-Labour Court on 23-12-2008 passed the following.

AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act challenging the disciplinary action of dismissal of the workman Sri C. Suresan Pillai from service.

2. Though parties entered appearance and filed their pleadings when the case was posted for hearing on the preliminary issue the worker remained absent continuously. Thereafter the case was posted for final hearing on merits. The worker still remained absent and his counsel was also absent. The reference was made in 2001. The worker does not appear to be interested in the dispute. Therefore it has to be presumed that there is no existing dispute for adjudication. Hence the disciplinary action taken by the management is only to be confirmed.

In the result, an award is passed finding that the action of the management in dismissing the workman Sri C. Suresan Pillai from service is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 23rd day of December, 2008.

P.L. NORBERT, Presiding Officer

Appendix: Nil.

नई दिल्ली, 14 जनवरी, 2009

का.आ. 314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.आर.एम. ईस्टर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद, नं. 1, के पंचाट (संदर्भ संख्या 34/1998, 160/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-1-2009 को प्राप्त हुआ था।

[सं. एल-41011/42/1997-आई आर (बी-1),
सं. एल-41011/10/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 14th January, 2009

S.O. 314.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. Nos. 34/1998, 160/1999) of the Central Government Industrial Tribunal-cum-Labour Court No.-1, Dhanbad, as shown in

the Annexure, in the Industrial Dispute between the management of D.R.M. Eastern Railway and their workmen, received by the Central Government on 14-1-2009.

[No. L-41011/42/1997-IR (B-I),
No. L-41011/10/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of I.D. Act

Reference No. 34 of 1998

And

Reference No. 160 of 1999

Parties: Employers in relation to the management of D.M.R. Eastern Railway, Dhanbad.

And

Their Workmen.

Present: Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers: Shri B.M. Prasad, Advocate.

For the Workmen: Shri C. Prasad, Advocate.

State: Jharkhand.

Industry: Railway.

Dated, the 22nd December, 2008.

AWARD

By Order No. L-41011/42/97-I.R. (B-I), dated 22-7-98 and Order No. L-41011/10/99-IR (B-I), dated 9-8-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

Schedule: Reference No. 34 of 1998

"Whether the demand of the union for absorption/regularisation of Sri Sipahi Paswan and 29 others (as per list attached) is justified in view of the decision of the Hon'ble Supreme Court of India in the case of National Federation of Railway Porters, Venders and Bearers V. Union of India and others? If so, to what relief these persons in question are entitled to?"

List of 29 Workmen

S/Shri

1. Shankar Paswan
2. Dhaneshwar Paswan
3. Amar Kr. Ram
4. Bindu Bhushan Azad

5. Ashok Kumar
6. Chandeshwar Paswan
7. Upender Paswan
8. Chalitaz Ram
9. Ramesh Paswan
10. Shankar Kr. Sarder
11. Laxman Paswan
12. Baban Singh
13. Alok Pd. Srivastava
14. Mundrika Ram Paswan
15. Tamal Kumar Paswan
16. Prakash Bihari Singh
17. Ashok Paswan
18. Ram Swaroop Ram
19. Arun Paswan
20. Subhendu Sharma
21. Manjur Haque
22. Aslam Khan
23. Narayan Singh
24. Kamal Paswan
25. Nand Gopal Choudhary
26. Krishna Singh
27. Ram Prasad Ram
28. Sakil Khan
29. Rajesh Kumar

Schedule : Reference No. 160 of 1999.

“Whether the demand of the union for absorption/regularisation of Sri Jitendra Kumar and 69 others (as per Part II of FOC) is justified in view of the decision of the Hon’ble Supreme Court of India in case of National Federation of Railway Porters, Venders and Bearers V. Union of India and others, is justified ? If so, to what relief these persons in question are entitled to ?”

S. No.	Name	Father's Name
1.	Sri Jitendra Kumar	Sri Jageshwar paswan
2.	Sri Manoj Kumar	Sri Daroga Paswan
3.	Sri Yogendra Ram	Sri Mahesh Ram
4.	Sri Chandra Shekhar Kumar	Sri Late Shyamdeo Ram
5.	Sri Monmotha Sardar	Sri Late Makhan Sardar
6.	Sri Subhash Halder	Sri H. N. Halder
7.	Sri Nand Kishore Nandan	Sri Rambriksha Paswan

8. Sri Rajkumar Ranjan — Sri Jagdish Prasad Das
9. Sri Vijay Kumar Sinha — Sri Kripa Shankar Prasad
10. Sri Ajay Kumar Sinha — Sri Kripa Shankar Prasad
11. Sri Awadhesh Singh — Sri Dular Singh
12. Sri Mahabir Choudhury — Sri Ram Pyare Choudhury
13. Sri Ajit Kumar — Sri Ramjee Ram
14. Sri Shashi Bhushan Paswan — Sri Bateshwar Paswan
15. Sri Pijus Kanti Das — Sri Naresh Chandra Das
16. Sri Ram Rakha Prasad — Sri Ram Prasad Paswan
17. Sri Sunil Kumar — Sri Jang Bahadur
18. Sri Kashinath Kashyap — Sri Ramji Ram
19. Sri Ramesh Rai — Sri Raj Deo Rai
20. Sri Kapildeo Singh — Sri Binod Bihari Singh
21. Sri Jan Vijay Paswan — Sri Ram Sharan Paswan
22. Sri Dilip Kumar — Sri Kashwar Paswan
23. Sri Mahendra Choudhary — Sri Lakshman Choudhary
24. Sri Hiralal Pandey — Sri Balram Pandey
25. Sri Binod Kumar Singh — Sri Jitan Singh
26. Sri Vrind Bihari Singh — Sri Ram Ratan Singh
27. Sri Rohan Rawani — Sri Jyoti Rawani
28. Sri Sunil Kumar Rawani — Sri Atul Rawani
29. Sri Hemant Chakraverty — Sri D.K. Chakraverty
30. Sri Karamu Rawani — Sri Kisto Rawani
31. Sri Narayan Rawani — Sri Rama Rawani
32. Sri Ram Bilash Rawani — Sri Rijhu Rawani
33. Sri Ramjee Choudhary — Sri Jangi Choudhary
34. Sri Biplava Kumar Rawani — Sri Mithu Lal Rawani
35. Sri Rampada Rawani — Sri Sripati Rawani
36. Sri Subhash Rawani — Late Puston Rawani
37. Sri Sanjay Kumar — Sri Sheo Mangal Choudhary
38. Sri Maheshwar Rawani — Sri Gobardhan Rawani
39. Sri Sunil Kumar — Sri Lal Saheb Choudhary
40. Sri Janeshwar Paswan — Late Koril Paswan
41. Sri dilip Kumar Rawani — Sri Nitai Rawani

42. Sri Ashok Kumar Rawani	Sri Anand Rawani
43. Sri Gobind Rawani	Late Lakhi Rawani
44. Sri Ashish Kumar Ray	Late B. K. Ray
45. Sri Amiya Kumar Rawani	Late Arun Kumar Rawani
46. Sri Tapan Kumar Rawani	Late Arun Kumar Rawani
47. Sri Rajan Rawani	Sri Anil Kumar Rawani
48. Sri Alok Kumar	Sri Shashi Kant Shukla
49. Sri Uma Pada Rawani	Sri Mahanand Rawani
50. Sri Suresh Kumar Rawani	Late Bishan Rawani
51. Sri Swami Nath Yadav	Late Bisnath Rawani
52. Sri Nepal Rawani	Late Lakhi Rawani
53. Sri Baiju Singh	Sri Jang Bahadur Singh
54. Sri Mahendra Singh	Sri Khiru Singh
55. Sri Binod Kumar Singh	Sri Mathura Prasad Singh
56. Sri Shankar Rawani	Sri Madhab Rawani
57. Sri Vinod Kumar Mandal	Sri Durga Prasad
58. Sri Jagdish Paswan	Sri Sakal Paswan
59. Sri Shib Nath Paswan	Sri Chhotalal Paswan
60. Sri Kameshwar Paswan	Late Koril Paswan
61. Sri Nitaya Nand Singh	Late Jagdish Paswan
62. Sri Manoj Kumar	Sri Nagina Paswan
63. Sri Lal Babu	Sri Jagdish Paswan
64. Suraj Paswan	Sri Kapal Paswan
65. Sri Subodh Kumar Das	Sri Jagdish Prasad Das
66. Sri Sitaram Paswan	Late Mataru Paswan
67. Sri Bishnudeo	Sri budhu Paswan
68. Sri Rambali Singh	Sri Ram Pragash Singh
69. Sri Ali Raza	Sri Abdul Rahim
70. Sri Bhabatosh Deb	Sri Nimal Deb

2. Since the facts of both the above cases are same, both the reference cases were heard analogously and a common award is being passed.

3. As per written statement filed on behalf of the workmen, it has been stated that the concerned workmen have been continuously working with unblemished record of service and they demanded regularisation/absorption before the Asstt. Labour Commissioner (Central), Dhanbad against the management of Divisional Railway Manager, Eastern Railway, Dhanbad and the Association of All India Scheduled Castes & Scheduled Tribes Railway Employees' Association requested the A.L.C. (C), Dhanbad to intervene

into the matter of regularisation/absorption and bring about a settlement with the Railway Administration in view of the fact that Hon'ble Supreme Court of India delivered a judgement in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India in Writ Petition (C) No. 507 of 1992 with Nos. 415 of 1992, 82 of 1993 and 838 of 1992 finding the workmen entitled to be regularised absorbed in the Railway. The A.L.C. (C), Dhanbad has been vested with the power to enquire into the matter and direct the management to regularise/absorb the workmen instead of referring the matter for adjudication. In the said judgement the Hon'ble Supreme Court of India discussed Contract Labour (Regulation & Abolition) Act, 1970 Sec. 10 & 2(1) (b) elaborately. Railway Administration get the work done by Contract Labour since a long time and it is still being done by contract labour but the contract labours do not get wages of other benefits at par with porters of their own. The Hon'ble Supreme Court in judgement of National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others has been pleased to follow the directions given by their Lordship in earlier judgement in R.K. Panda Vs. Steel Authority of India reported in 1994 Supreme Court cases (L&S) 1078. It has been stated that the work of contract labour is being supervised by Railway Administration and their wages are paid under the supervision of Railway. The management has filed their comments before the A.L.C.(C), Dhanbad and it is submitted by the management that so called workmen listed with their photographs in the enclosed annexure of the petition had or have not worked under private contractors appointed by the Railway Administration, it means the management has admitted the position stated by the Association.

The management's action in not regularising/absorbing the concerned workmen as porters is motivated, vindictive, coercive, malafide and it is also vindictive and colourable exercise of powers. The concerned workmen are engaged on permanent and perennial nature of work by the Railway Administration through contractor. The contractors are changed but the contract labours remain the same as appointed by predecessor contractor. It has been submitted that rulings of the Hon'ble Supreme Court is bound to be implemented and it has no scope to be adjudicated. It has been stated that the demand of the Union for absorption/regularisation of the concerned workmen is justified in view of the decision of the Hon'ble Supreme Court of India in the case of National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others and the concerned workmen are entitled to be absorbed/regularised from the date from which they are appointed on the jobs of porters.

Rejoinder has been filed by the workmen against the written statement filed by the management and it has been stated in the rejoinder that it is wrong to say that the present reference is not maintainable for adjudication, and it has been correctly made by the Govt. of India, Ministry of Labour, in view of the judgement of Hon'ble Supreme Court

as mentioned in the schedule of reference. It has also been stated that the concerned workmen engaged by the Railway Administration dubbing through them as contract workers are the members of the sponsoring union which is a registered and recognised union. It has been stated that Railway Handling Mazdoor Shramik Sahyog Samity Ltd. Wasseypur, Dhanbad was registered under the Society's Act and according to law they were engaged in parcel handling work of Railway and the workers are still on the roll of the management and contract system still continue.

4. Written statement has been filed on behalf of the management and it has been stated that by way of preliminary and legal objections the management submits that the reference is bad in law and not maintainable and is liable to be struck down that there is no valid industrial dispute in the eye of law within the meaning of Sec. 2(k) of the I.D. Act and the said persons do not come under the definition of Sec. 2(k) of I.D. Act as there is no dispute muchless any industrial dispute and the same is fit to be dismissed in limini being not tenable. The reference order is vague and suffers from the vice of total non-application of mind by the Government and it is therefore vitiated. The particulars of the persons and details thereof are also lacking. A vague reference order is no reference order and is rendered null and void on that account. At no point of time there was any employer-employee relationship between the management and the persons concerned and the sponsoring union has no locus standi in the matter as the so-called persons are not its members and it is not competent to raise any industrial dispute. The reference is invalid for the reasons that no demand was ever made to the management and as such the reference is vague, indefinite, unreasonable, unjustified and not maintainable at all. The reference is an abuse of the processes of law, the provisions of the Contract Labour (Regulation & Abolition) Act do not apply to the present case, there was no privity of contract between the persons named therein and the opposite party, the point in the alleged reference is specified for adjudication and the same must be read subject to Sec. 10(4) of the Act and this Hon'ble Tribunal shall have to confine its adjudication to this point, the question which is not directly raised in the reference will have not to be considered even indirectly while determining another matter, the Govt. has been pleased to refer and to call upon this Hon'ble Tribunal to adjudicate upon the justification of the demand of the union for absorption/regularisation of the persons named therein in view of the decision of the Hon'ble Supreme Court of India in the case of National Federation of Rly. Porters, Vendors and Bearers Vs. Union of India and others; the reference orders appear to have been got passed after concealing suppressing the material facts and without applying its mind and as such suffers from suppression of material facts and is liable to be struck down on this score alone; without prejudice to the aforesaid legal objections, but strongly relying on the same, the opposite party begs to state and submit as follows the reference order in question nowhere speaks of the parties

in whose respect the alleged reference order has been made for adjudication, which is quite contradictory to the established principles of law under the Act and reference order in such view of the matter deserves to be struck down in limini; the order is based on irrelevant consideration unsustainable in law and are perverse and will create inequitable results and disturbance in industrial peace and harmony and the same is not sustainable and is vague one; the reference is barred under the provisions of Central Administrative Tribunal which has been exclusively introduced to try and adjudicate the grievance expeditiously and without much expenses; This Tribunal is fully aware that the reference order must be specified for adjudication under the provisions of Sec. 10(4) of the I.D. Act to enable the Tribunal to confine its adjudication to that point, which is not specific in this regard in this reference order and as such the said reference order deserves to be struck down at once and it is a vague one and not maintainable the opposite party has gravely been prejudiced by reason of this reference order in as much as it has unnecessarily been placed in a disadvantageous position; the question that has been referred to for adjudication are contradictory to each other and have been clubbed together against principles of the law which is unheard and not maintainable; the reference suffers from misjoinder of parties and the addresses and details of the parties are misleading and not specific; the opposite party specifically clearly and categorically states and submits that none of the persons named in the lists have ever been engaged by the opp. party/management or by the person allotted work through open tenders to supply such small number of person for a limited period to meet the exigency of work. It is submitted that the person who supplies such persons for a limited period is paid agreed amount of the work. It has also been stated that the portage service i.e. carrying of luggages at best is to regulate and to safeguard the safety of the luggage to avoid traffic congestion. The persons named therein in the list without any detailed particulars etc. have not been able to establish for becoming workmen and therefore the Government have been pleased to refer to them as "persons in question" and not the workmen. The Government was fully aware that they are not the workmen under the Act and as such to avoid such complication have referred to them as persons in question. It has been stated that this reference order has been made under compulsion as settled by law and not after consideration of the same. It has also been stated that the Government in referring the matter appears to have forgotten the grievance of the union made before the A.L.C.(C) and as such have exceeded the jurisdiction entailing upon striking down the same. Their main grievance refers to the employment which cannot be granted by the management as none of them ever have been engaged or employed by the management. The detailed necessary particulars intentionally appear to have not been mentioned to suit their taste and the persons of their choice. The method of recruitment, the conditions of service, the scale of pay and conduct Rules regulating the service conditions are

governed by the Statute laid down therein. It is settled principles of law that the employees of the management are civil servants, therefore, by necessary implication even they do not belong to the category of workmen attracting the provisions of the I.D. Act. To draw substance from some of the decisions referred to is quite incorrect and distinguishable and not applicable to the present case. The points involved in the present case are not identical or similar to those referred to. The contractor is given a privilege or a licence to enter the premises as a price settled and the management is not bound in any way to absorb them. The management is not obliged to insist that the successive contractors should engage those persons. The Act also does not provide for permanency of the employment to such persons. A succeeding contractor is not obliged to absorb the persons of previous contractor. It has been denied that the persons working under the contract system are required to work under the supervision and control of the management. The management/opp. party has its own regular employees and the work through the contractor is taken casually whenever required and the same is not continuous. It is settled principle of law that no order can be passed behind the back of a person who has not been arrayed, which would amount to violation of rule of natural justice. It has been stated that the Hon'ble Tribunal has no jurisdiction to decide the question of abolition of the contract labour. There is an inordinate long delay in approaching for the same without any explanation much less satisfactory explanation and the same is over stale and the Association representing the SC/ST for the first time approached the A.L.C. (C), Dhanbad-IV, which is an afterthought. Even if it is found that the concerned persons are SC/ST in that case also there is no question of any consideration at all. The written statement filed on behalf of the persons is misleading averments to extract undue concession. The demand is devoid of any merit as they are never in the roll. It is denied that these persons are engaged in permanent and perennial nature of work under the private contractor. These persons have tried to twist the matter unwarrantedly. There is no such specific order of the Hon'ble Supreme Court for absorption/regularisation of the persons named there in the list. The Hon'ble Supreme Court in the case of R.K. Panda and others has clearly held that engagement being a question of fact has to be established by them on the basis of requisite material etc. The observations contained in the aforesaid case are different than that of the present one in as much as these persons were never engaged through the contractor or the management nor have been working much less continuously and as such question for consideration for their absorption/regularisation does not arise at all. The Hon'ble Court also held that it is not for the Tribunal to enquire into the question of abolition by the Government. The A.L.C. (C) was right in denying this matter as it never existed nor the factual positions as adverted in the said judgement were similar. They are distinguishable and stands on different footings and are not applicable in the present case. It has been prayed that the Hon'ble Tribunal be pleased to uphold

the preliminary and legal objections and others and regret the reference and the demand may pleased be held to be unjustified and consequently the concerned workmen are not entitled for any relief.

It has also been stated in the rejoinder that what has been stated by the workmen in their written statement is not justified and they are not entitled to any relief and also it is wrong that the reference is legally made. It has been prayed that there is no merit in this reference and the Hon'ble Tribunal be pleased to reject the prayer of the so-called union made by them in paragraphs 4 & 5 of their written statement.

5. The workmen have produced WW-1 Ramji Choudhury, WW-2-Lal Saheb Choudhary who has proved Ext-W-1 series containing 100 sheets. The workmen have also produced WW-3 Swaminath Yadav and WW-4-Tamal Kumar Paswan. The documents filed by the union have been marked, Ext. W-1, W-1/99, W-2, W-3, W-4 and W-5. The management has produced MW-1- Soumendra Nath Sarkar who has proved Ext.M-1 and M-1/1.

6. The representative of the management argued that no demand was made by the concerned workmen and the Government has referred this matter without any dispute being raised before the management, so it cannot be an industrial dispute. In this connection the learned counsel of the workmen argued that they had raised the matter before the management, but the management had not considered, so the matter was referred to the Asstt. Labour Commissioner (Central), Dhanbad. When no settlement was arrived at then it was referred to Central Government and the Central Government, Ministry of Labour after finding it necessary made reference to this Tribunal for decision.

7. Another argument advanced by the learned counsel of the management that absorption means fresh engagement and regularisation means that their existence was there in some other manner and they deserve regularisation on the same being existing one. If they were existing there is no question of fresh absorption. The learned counsel of the management also argued that the land mark judgement reported in AIR 2006 SC 1806-2006(4) SCC 1, a constitution Bench of 4 Judges of the Hon'ble Supreme Court has clearly laid down the law on public employment, and has held that public employment is governed by a constitutional scheme viz., equality of opportunity under article 14 and 16 of the constitution and to ensure that unequal are not treated as equals i.e., principle of reservation as per Art. 16 (4) and Art. 335 and also recruitment and service conditions of appointees in public posts to be regulated by procedure and rules framed under Article 309 and creation of public service commissions as per Art.315 to ensure fair selections. It has also been argued that constitution does not envisage any employment outside the constitutional scheme and without following the requirements set down therein. Unless the appointment is in terms of the relevant rules and after a proper competition amongst qualified persons the same

would not confer any right on the appointee. There may be occasions where Govt. employ persons on temporary, contractual, casual, daily wage or ad-hoc basis without following the required procedure. This right of the Govt. has to be recognized and there is nothing in the constitution to prohibit such engaging of persons to meet the needs of the situation. Such appointees do not get any right to absorption as they have not been appointed by following the constitutional scheme. A contractual appointment will come to an end at the end of the contract, an appointment on daily wages or a casual basis will come to an end when it is discontinued, a temporary employment will come to an end on the expiry of the terms of an appointment and to fill up regular vacancies regular process of recruitment or appointment has to be resorted.

The earlier Court judgements which are contrary to the law laid down in this case i.e. AIR 2006 SC 1806 have been over ruled and they stand denuded of their status as precedents. It has also been argued that in National Federation of Railway Porters Vendors and Bearer Vs. Union of India & other reported in 1995 supp (3) SCC 152 a two Judges Bench of the Hon'ble Supreme Court on the basis of findings contained in the report of the Labour Commissioner that there was no evidence that labourers were employees of the Society (Contractor) and that they were contract labourer provided by the society under the agreement treated them as labourer of the N. Railway as they had completed 240 days of continuous service in a year meaning thereby that in the premises that they were not the employees of the contractor nor they were contract labour provided by the society, treated them as labourers of the N. Railway, but in the instant cases the factual matrix is otherwise and there are vital difference too and the change in the factual matrix would change status of decision from binding precedent. When the contract system is in vague the workman engaged by the contractor certainly are not the workmen of the Railway. It has also been argued that in the case of National Federation the Hon'ble Apex Court was pleased to call upon the labour Commissioner to enquire into the matters and names of all the persons referred to by the Federations, and on submission of a report to the court pursuant thereto after due verification the Court had some doubt about the genuinity and working of the persons named therein got first the enquiry ordered and secondly on submission of the report by the authority the order passed whereas in the present cases the persons named there in have claimed relief basing on the judgement of the National Federation delivered by the Hon'ble Supreme Court which is quite different in law and facts and are not identical. Moreover this National Federation case has since been overruled in the recent Judgement of constitutional Bench of 5 Judges Court in Uma Devi's case. In view of the recent judgement of the Hon'ble Supreme Court in Uma Devi's case there is no scope of regularisation, employment of contractor persons entering through back door method.

It has been stated that on perusal of these two instant cases and the decision in National Federation's case the legal positions are different as the facts, situations and the law laid down in National Federation case and the question of its applicability in the end the cases laid down in different rulings are different and that judgement of National Federation on law and fact involved therein are not identical. They are not alike and there is change in the factual matrix, which as laid down above changes the status of the decision from being binding precedent. The law is settled that proposition of law that a decision is an authority for which is decides and not that everything said therein constitute a precedent. It is also well settled proposition of law that a decision of the court takes its colours from the questions involved in the case in which it was rendered. One additional or different fact makes a world of difference between the consequence in those cases even when the same principle was applied in each case in similar facts. Thus in any view of the matter the principles laid down in National Federation case do not apply to the words, factual matrix, situations, law laid down therein as the question of law and fact involved therein are not identical here and it cannot be a binding precedent if and only if the question of law and fact involved therein are not identical. It has been argued that the demand is in regard to absorption/regularisation of the persons named therein in view of the decision of the Hon'ble Supreme Court in National Federation case, which have been discussed in detailed hereinabove and have come to a conclusion that this ruling is not identical on fact and law as stated and as such are not applicable here in these cases. The Judgement in National Federations case has to be considered as to whether they are alike or there is a change of a single word on factual matrix, because the change of a single word on factual matrix will change the status of a decision from being binding precedent is a settled law and reliance may be placed to the Judgement reported in AIR 1999 SC 2378 at page 2398 in para 41, wherein the Hon'ble Supreme Court has held that— "it is well settled proposition of law that a decision is a authority for which it decides and not that everything said therein constitutes a precedent. A decision of the Court takes its colours from the questions involved in the case in which it was rendered." It has also been argued that in ruling reported in AIR 1976 SC 1766 the Apex Court has held that "one additional or different fact can make a world difference between consequence in two cases even when the same principle was applied in each case in similar facts." It has also been argued that in the case of AIR 2003 SC 1543 the Hon'ble Supreme Court held that the Court can from out the fabric, but it cannot change the texture of the fabric. It cannot add or subtract words to a statute or read something into it which is not there. When there is a conflict between law and equity it is the law which has to prevail vide 2007 (6) SCC 81. The Hon'ble Supreme Court held that the Labour Court can only decide the dispute referred to it and it has got no jurisdiction to go beyond it - vide 2005 (104) FLR 53 (SC).

In this regard the learned counsel of the workmen argued that in this Tribunal only the reference has been made by the Ministry of Labour as to whether the demand for absorption/regularisation of the persons is justified in view of the decision of the Hon'ble Supreme Court in the case of National Federation of Railway Porters, Vendors & Bearers Vs. Union of India and others and so this Court cannot go beyond this reference and the matter should be decided only with the above reference as per law laid down by the hon'ble Supreme Court.

It has been argued by the management's counsel that certain observations would not suffice without examination of the factual position. The persons whose name were mentioned in the reference were not eligible for being provided employment and therefore they were not legitimately entitled to claim employment under the management and the management was also not obliged to provide employment, and therefore the question of demand of absorption/regularisation to those persons did not arise. There is no scope to apply principle of equity in these cases in view of clear, unambiguous statutory provision. It has also been argued by counsel of the management that these persons never worked nor were ever paid by the Railway nor were ever engaged nor have regular or permanent work at all as all these appear to have been set up in view of the order of the Hon'ble Supreme Court in Uma Devi's case. The reference orders have not stated the name of the contractors under whom these persons are alleged to have worked nor the date of their appointment engagement, when appointed/engaged and how appointed engaged and by whom appointed/engaged and there is no employer and employee relationship between the Railway management and persons concerned. No appointment letter was ever issued to any of them. The third party is free to engage men of their choice and no working hour is fixed. So no right vested to seek regularisation and the regularisation can only be done in accordance with the rules and not de hors the rules, creation and abolitions of posts and regularisation are purely executive function and court cannot create a post where none exists. No regular posts are created or no vacancies to sanctioned posts exists and no record to suggest that the appointment was routed through Employment Exchange or they appeared for test or interview or letter of termination was issued from the side of the management, only on the ground of working for more than 240 days, regularisation cannot be directed. In the instant cases the names of any person has not been forwarded through Employment Exchange nor the legal procedure prescribed for appointment was adopted, nor such question being arises at all as alleged the contract labour which is also not true in these cases being set up persons. Contract is awarded to the tenderer or rate quoted against the work to be done and accordingly he has to submit bills along with work done and duly certified by the parcel Supervisor about the weightage and work done. The persons to be engaged for the said work is the choice

of the contractor who is awarded work for their specified period. Railway has nothing to do with the said work/person. The contractor might be maintaining the registers of their own for payment of the persons engaged by him on the work. Merely because a temporary or a casual wage persons continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance. Hon'ble Supreme Court has held that no direction be issued for absorption, regularisation or permanent continuance unless the recruitment was made regularly and in terms of the constitutional scheme. It has been stated that the courts should not interfere unduly with the economic arrangement of its affairs by the state of its instrumentalities of lend themselves the instruments to facilitate by passing of the constitutional and statutory mandates. The quise of upholding right under Art. 21 a set of persons cannot be preferred over a vast majority of people waiting for an opportunity to compete for state Employment. This plea was overruled. Equality and equal opportunity is the basic feature of our constitution and the rule of law constitutes the core of our constitution. Adherence to the rule of equality in public employment is a basic feature and a court would certainly be disabled from passing an order upholding a violation of Article 14. Thus, consistent with the scheme for public employment the Hon'ble Supreme Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among the qualified persons the same would not confer any right on appointment. The court cannot direct their absorption or regularisation or making them permanent. There should be no by passing of the constitutional requirement and regularising or making permanent, those not duly appointed as per the constitutional scheme. It has also been stated that Hon'ble Court has held that seeking absorption in service of the principal employer by the workman of the contractor would not form an industrial dispute U/s. 2(k) of the I.D. Act (vide 1991 LLR 772). Employee engaged by the contractor cannot be treated at par with regular employee of the principal employer (vide 1991 LLR 307 SC). They are neither workmen, nor the dispute an industrial dispute as per definitions contained under the I.D. Act. In SAIL Vs. Union of India and other, reported in 2006 (12) SCC 233, it was held that a Trade union registered under the Trade Union Act is entitled to espouse to cause of the workmen. A definite stand was taken by them that they had been working under the contractor. Thus it would not lie in their mouth to take a contradictory and insistent plea that they were also the workmen of the principal employer. To raise such a mutually destructive plea is impressible in law and should not be allowed to be raised even in an industrial adjudication. Common law principles of estoppel, waiver and acquiescence are applicable in an industrial adjudication. It has been stated that the contractor had applied for licence under the CLRA Act and considering the nature licence has been granted.

In this respect the workmen argued that they are working under contractor and by the evidence it has been accepted by the management that they take work from these persons through contractor.

It has been argued by the management that if a principal employer does employ the persons through the contractor who is having no licence U/S. 12 of the CLRA Act, which is not in this case, then only the penal provisions of the Act is attracted. It is nowhere provided that such employee employed through the contractor would become employee of the principal employer. The scheme of the CLRA Act reveals that it regulates the employment of contract labour in certain establishments and provides for its abolition in certain circumstances hence it does not provide for total abolition of contract labour. They were never employed by the Railway, nor the Railway issued any appointment letter to any of them, nor paid any salary to them, they could not derive any benefit under the provisions of the Act. So in view of the said legal position, there is no force in the contention of learned counsel for the persons that in view of the fact that the management was not having certificate of Registration U/S. 7 of the CLRA Act and labour contractor was not having any licence U/s. 12 of CLRA Act on the date when they were engaged, they should be deemed to be the direct employees of the management. It has come in evidence that the concerned persons have worked for 240 days which is not sufficient because it has to be substantiated by the relevant attendance register, wage register etc. In a ruling reported in 2007 Lab. I. C. 4225, the Hon'ble Supreme Court has held that completion of 240 days work does not even under the I.D. Act, import the right of regularisation, unless the appointment was made in terms of the relevant rules, and after proper competition amongst qualified persons, the same would not confer any right on the appointee. It has also been held by the Hon'ble Supreme Court that temporary employees when even if worked for more than 240 days cannot claim any right or benefit for automatic regularisation. The payment sheets submitted in the case show that about 20/21 persons at best at all were being deployed by the contractor in the whole of a day whenever required for the work and not 100 or 120 as asserted by the persons of these cases. It has been argued that in view of the aforesaid facts, circumstances and legal positions the references be dismissed.

8. In this respect the learned counsel of the workmen argued that as per law laid down in the case reported in 1995 Supreme Court Cases (L&S) 1119 between National Federation of Railway Porters, Vendors and Bearers Vs. Union of India, which has been referred for decision to this Hon'ble Tribunal and the Tribunal cannot go beyond this reference as per law laid down by Hon'ble Supreme Court in the case reported in 2005 (104) FLR-53 SC and so this Tribunal cannot go beyond as per law laid down and the dispute is whether the decision of Hon'ble Supreme Court in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India & others is applicable in the

present cases regarding present workers. The Hon'ble Supreme Court has laid down in the above National Federation Railway case that Absorption Contract labour-Railway parcel Porters working in railway stations of N. Rly, NE Rly. and F. Rly. as contract labour for several years, petitioning for permanent absorption-On facts, work found to be permanent and perennial in nature, and in most of the railway stations in the country being done by regularly permanently employed porters, the railway stations without such porters being hardly a few-Petitioners agreeing to absorption of only some of them in case of insufficiency of work-Relief- In such circumstances, subject to certain specific conditions, direction for permanent absorption of the petitioners issued-Contract Labour (Abolition & Regulation) Act, 1972, Ss. 10 and 2(1) (b)-Constitution of India, Art. 32.

The learned counsel of the workman argued that Ext. W-1 which has been filed by the Railway Handling Mazdoor Sahayog Samiti Ltd. Wasseypur, Dhanbad and Ext. M-2 is agreement which has been performed by Railway Administration being the Principal Employer and the Railway Handling Mazdoor Sahayog Samiti Ltd., Wasseypur, Dhanbad, as a contractor for performing the jobs of parcel porters and Ext. W-3 and W-4 are the extension of period of parcel handling contract of Dhanbad Station. It is very clear from Ext. W-3 that the Principal Employer i.e. Railway Administration always get the work done through contractor's workmen who are members of the Society registered under Societies Act. It shows that as per Ext. W-3 which has been also accepted by the evidence of the management and MW-1 Soumendra Nath Sarkar in his cross-examination has said that the workers engaged by the contractor used to work given to them by the contractor. The main work of the contractor was to load and unload goods in the train and get the goods from Railway parcel Godown and back. This work is of permanent and perennial nature and he has also said that he know that the contractor workers has formed a Society under Lal Saheb known as Railway Handling Mazdoor Sahayog Samiti and MW-2-Subhash Choudhury said in cross-examination that Railway is the principal employer of the concerned workmen and the Sr. D.R.M. has the power to inspect the parcel department. The work of parcel porter is of permanent nature but the contractor is changed due to expiry of the contract period. The tenders used to be issued in the name of the Secretary of the Co-operative Society of the workers. The terms and conditions are in Ext. M-2. Secretary is the amongst the workers. The Railway pay contractors and the contractors pay the workers in presence of Parcel Supervisor. The Payment is made on the basis of tender. It shows that the work performed by the workmen is permanent and perennial in nature and the contract is given by the Railway to the Co-operative Society formed by the workman and the payment is also supervised by the management officer. They are working since 1989 about 18 years back and sometime extension of contract is given to the Society formed by the workmen and it only shows that

the management want and do camouflaging by engaging workmen through contractor. Hence the objection raised by the management for raising the industrial dispute through Sri D.K. Bharti, Branch Secretary, A.I.S.C. & S.T. Employees Association does not hold good because the contractor has engaged Railway Handling Shramik Sahayog Samiti with the Branch Secretary and the industrial dispute can validly be raised by the person who is head of the Society.

9. The matter was as per schedule of both the reference that the demand of the Union for absorption/regularisation of Sri Sipahi Paswan and 29 others was fair to be justified in view of the decision of the Hon'ble Supreme Court in the case of National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others. The matter was gone before Asstt. Labour Commissioner (Central), Dhanbad and the report was called by Railway Administration and F.O.C. was sent by the A.L.C. (C), Dhanbad to the Govt. of India which referred the matter for adjudication. In National Federation case it was decided on the writ petition filed by the workers of the Society and the Hon'ble Supreme Court directed regularisation under Article 32 of the Constitution of India. In the present reference is for absorption/regularisation of the workers who have been appointed by contractor in terms of agreement exhibited by the management, Ext. M-2 though the works performed by them are of perennial nature of works. The wages is also paid to the workers engaged by the Society and supervised by the Railway management. As per evidence of management's witness MW-2-Subhash Choudhury it has been stated that Railway is the principal employer of the concerned workmen and the work performed by them is permanent nature and the contractor is changed due to expiry of contract period and also as per Ext. W-4 is a letter issued by Divisional Railway manager, Dhanbad for sanction of contract for handling parcel and as per Ext. W-5 the Sr. Divisional Railway P.O. made an enquiry about the genuineness of the Co-operative Society i.e. Railway Handling Mazdoor Shramik Sahayog Samiti. It has been admitted by MW-2 that in the Railway there is post of parcel porter and the parcel porter's work is inside the Parcel Office for doing the sealing the parcel van and internal work. They have got no concern with regard to loading and unloading. MW-1-Soumendra Nath Sarkar has admitted that contractor's workers formed a Society as Railway Handling Mazdoor Sahayog Samiti and also stated that the work is permanent and perennial nature of work. The workers engaged by the contractor used to work given to them by the contractor. The main work of the contractor was to load and unload goods in the train and get the goods from Railway Parcel Godown and back. There are about 50 to 60 Up and Down trains and in each train there are two Parcel vans but the work of loading and unloading of parcel material is not required to be done in each and every train. The railway porter who is appointed by the Railway gets wages/salary according to the scale applicable from time to time but in case of workers engaged by the

contractors, they get wages from the contractor. Ext. W-5 shows the genuineness and existence of the Society and this Ext. W-5 is the report of the Sr. Divisional Officer, E. Rly., Dhanbad. It cannot be ignored in any way and it has been verified the genuineness of the Society i.e. Railway Handling Mazdoor Shramik Sahayog Samiti Ltd. at parcel office.

10. As regards Uma Devi's case the learned counsel of the workmen argued that the matters dealt with in Uma Devi's case are under Articles 32, 136, 141, 142 and 226 and 16, 14, 309, 38 and 39(a) for public employment-absorption, regularisation, or permanent continuance of temporary, contractual, casual, daily-wage or ad hoc employees appointed/recruited and continued for long in public employment de hors the constitutional scheme of public employment. The matter came up before the Hon'ble Supreme Court in a case reported in (2008) 1 Supreme Court Cases (L&S) 736 in which Hon'ble Supreme Court laid down that the petitioners claiming regularisation on the ground that they were working in the Society from before 4-5-1990 and their services stood transferred to the Electricity Board. Hon'ble Supreme Court held that the benefit cannot be denied to the petitioners. Their services in the Society cannot be ignored and the regularisation is justified on the basis of Art. 14. The Hon'ble Supreme Court laid down that the ratio of Uma Devi (3) case, (2006) 4 SCC-I has no application in the present case under Constitution of India under Arts. 14 & 16. Hon'ble Supreme Court also laid down that a little difference in facts make a lot of difference in the precedential value of a decision under Arts. 14 & 16 of the Constitution of India. The Hon'ble Supreme Court laid down that regarding precedents-specific principle laid down by smaller Bench vis-a-vis general principle laid down by larger Bench-Uma Devi (3) Case, (2006) 4 SCC-I decided by five-judge Bench has to be read in conformity with Art. 14-Maneka Gandhi case, (1978) 1 SCC 248 decided by seven-judge Bench has held that reasonableness and non-arbitrariness is a part of Art. 14-despite the fact that Maneka Gandhi did not deal with the question of regularisation, the principle of reasonableness in executive action is of general importance. So, as per law laid down by Hon'ble Supreme Court, after considering Umadevi's case, (2006) 3 SCC I which subsequently referred, the Tribunal is bound on the principle laid down by Hon'ble Supreme Court in (2008) 1 SCC (L&S) 736.

11. In the present case the concerned workmen were working more than 18 years and formed a Society, namely, Railway Handling Mazdoor Shramik Sahayog Samiti Ltd. and as per evidence of management the work of the concerned workmen is permanent and perennial nature and also payment is supervised by the management, more or less, the management has also accepted the correctness and existence of the Society, for which Sr. Divisional Railway P.O. submitted Ext. W-5 regarding correctness and existence of the Society which shows that the management is taking work from the concerned workmen as per Agreement, Ext. M-2. In (2008) 1 Supreme Court Cases (L&S)

736 the Hon'ble Supreme Court laid down that in the case many of the writ petitioners have been working from 1985 and have put in 22 years service and it will surely not be reasonable if their claim for regularisation is denied even after such a long period of service. Hence apart from discrimination, Article 14 of the constitution will also be violated on the ground of arbitrariness and unreasonableness if employees who have put in such a long service are denied the benefit of regularisation and are made to face the same selection which fresh recruits have to face.

12. It has been argued by the workmen that the Railway Administration has virtually complied with the order of Hon'ble Supreme Court of India passed in Writ Petition (Civil) No. 90 of 1997 (Railway Parcel & Goods Handling Mazdoor Union) at Barakar, Durgapur, Raniganj, Sitarampur, Asansol, Porters have been regularised in the establishment of Railway.

13. The learned counsel of the management argued that the payment sheets submitted in the case show that about 20/21 persons were being deployed by the contractor in the whole of day whenever required for work and not 100 or 120 as asserted by the persons of these cases. There is no attendance register maintained by the contractor and working hours fixed so they cannot be regularised and given appointment and there is no post vacant. There hardly 20/21 persons are required in a day for the said work. The learned counsel for the workmen also argued that the above case 1995 SCC (L&S) 1119-National Federation of Railway Porters, Vendors and Bearers has not been considered by Hon'ble Supreme Court in the case reported in 2006 SCC (L&S) 753-Secretary, state of karnataka & others Vs. Umadevi and others, neither it has been referred, so it stands good. There is no ground to reject the verdict of Hon'ble Supreme Court. He also argued that the dispute referred by the Government to the Tribunal has been made only with respect to the case of National Federation case whether on this basis the present workmen can be regularised. The learned counsel for the workmen referred 1967 (I) LLJ 423 in which Hon'ble Supreme Court laid down that under Sec. 10(1) (d) of the Industrial Disputes Act, the Tribunal cannot widen the scope of the enquiry beyond the terms of reference and parties cannot be allowed to challenge the very basis of the issue, set forth in the order of reference. So, it shows that the management cannot be allowed to challenge issues set forth in the order of reference by the Central Government and this Court can not go beyond the scope of reference. The Hon'ble Supreme Court laid down that the Tribunal must confine its adjudication to the points of dispute referred to and matters incidental thereto and the Tribunal is not free to enlarge the scope of the dispute. As per law laid down by Hon'ble Supreme Court this Court cannot go beyond the reference and as per decision of National Federation the demand of the union for regularisation/ absorption is justified. The workmen also referred LLJ. 1964(II) LLJ. 633 on which Hon'ble Supreme Court laid down.

"Industrial Disputes Act. S. 2(s)-workmen who is - Master and servant - Relationship of - A bidi manufacturer engaging a number of persons on contracts for getting the work of rolling the bidis done - such persons in turn engaging a number of other persons. The persons so engaged taking the leaves home for cutting in proper shapes. The work of rolling the bidis done by such persons in the premises of the intermediaries with the materials supplied to them by such intermediaries. The necessary materials such as thread, bidi leaves and tobacco supplied to his intermediaries by the bidi manufacturer. Payment to the bidi rollers made on piece-rate basis - Such payment plus the commission due to the intermediaries ultimately made by the bidi manufacturer. The intermediaries found to be men of impecunious means. On the evidence on record the Industrial Tribunal finding that the real employer of the bidi rollers was the bidi manufacturer and that the system of such work was adopted in camouflage the industrial law. Conclusions of the Industrial Tribunal holding the bidi rollers as workmen of the bidi manufacturer as confirmed by the High Court in writ appeal, in the circumstances, held, justified."

It shows that the contractors kept no attendance register for the workmen. There was also no condition that they should come and go at fixed hours nor the workmen were bound to come for work every day. The Hon'ble Supreme Court found that the intermediaries were impecunious and according to the evidence could hardly afford to save factories of their own. The learned counsel of the workmen referred 1999 (2) L.L.N. 612 in which Hon'ble Supreme Court laid down that Contract Labour (Regulation & Abolition) Act, 1970 is to be so read and interpreted so that social and economic justice may be achieved and the constitutional directive be given a full play. Act being a beneficent piece of legislation ought to receive the widest possible interpretation. The Hon'ble Supreme Court also held that the employees who have worked for more than 240 days in a year are entitled to be absorbed permanently in the Board. The workmen relied upon the decision reported in 1996(2) L.L.N. 871 in which Hon'ble Supreme Court laid with that initially a contractor engaged for handling foodgrains and subsequently corporation following procedure of direct payment to workers. Payment through contractor reintroduced. Supreme Court in an earlier appeal holding that these 464 persons attached to the list were workmen of Food Corporation of India. F.L.R. 1990 (60) 20 in which Hon'ble Supreme Court laid down. "Contract Labour (Regulation & Abolition) Act, 1970 - Section 10 - Notification dated February 9, 1980 prohibiting employment of contract labour - in cleaning, stocking and other allied jobs - Except loading and un-loading of bricks from wagons and trucks. This exception clause is discriminatory - violates Article 14 - Workers doing such job should be treated at par—the clause was a struck down.

Constitution of India, 1950 Article 14.

We allow the writ petition and strike down the words "except loading and unloading of bricks from wagons and trucks" in paragraph 9 of the said notification issued by Government of West Bengal being discriminatory and as such violative of Article 14 of the Constitution of India. We direct the petitioners and other workers doing the job of loading and unloading of bricks from wagons and trucks in the Brick Department treated at par with effect from the date of notification, with those who are doing job of cleaning and stocking in the said department." L.L.R. - 1994 - 634 in which Hon'ble Supreme Court held that normally the Labour Court and the Industrial Tribunal under the Industrial Disputes Act are the competent forum to adjudicate such disputes on the basis of the oral and documentary evidence produced before them. In the case of catering cleaners of Southern Railway Vs. Union of India, reported in 1987 Lab. I.C. 619, the Hon'ble Supreme Court laid down - "Contract Labour (Regulation and Abolition) Act (37 of 1970), S-10 - Contract Labour - Employment of catering cleaners by Southern Railway through contractors - Factors of S. 10 (2) satisfied - Government directed to take appropriate action - Southern Railway restrained from employing contract labour. In the case of Secretary, Haryana State Electricity Board and Suresh and others - reported in 1999 (2) L.L.No. 612 the Hon'ble Supreme Court laid down - Contract Labour (Regulation and Abolition) Act, 1970 S. 10 - Concept of contract labour and its effect - Electricity Board of Haryana in order to keep its plants and stations clean and hygienic, awarding the work to a contractor - work not of seasonal nature - contract itself stipulating number of employees to be engaged for the said work - Overall control of working of contract labour including administrative control remaining with Board - neither registered as principal-employer nor contractor was licensed contractor - Held, on lifting the veil its clear that there was no contract system with the Board as work was of perennial nature - Contractor has to be kept out - so-called contract system was only a camouflage - Employer-employee relationship is easily visualised - Employee who have worked for more than 240 days in a year are entitled to be absorbed permanently in the Board. Contract Labour (Regulation and Abolition) Act, 1970 - Scope of - Regard being had to the necessities of situation, the Act provides for continuation of contract labour - Initiation of Act is not to abolish contract labour entirely - Act only regulates the working conditions of contract labour when such employment is required in the interest of industry - However, engagement of labour force through contract to do work of perennial nature is intended to be abolished." In 2002(2) L.L.N. 368 between Indian Farmers Fertiliser Co-operative Ltd. and Industrial Tribunal-I, Allahabad & others, the Hon'ble Supreme Court laid down. Tribunal on appreciation facts holding that workmen were not contract labourers but were direct employees and should be deemed to be continuing in service. Whether the Tribunal traversed beyond the reference. Held, when the appellant had claimed workmen

to be contract workers the nature of their employment had necessarily to be decided. Order of Tribunal cannot be seriously assailed.

11. The Hon'ble Supreme Court in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others, reported in 1995 Supreme Court Cases (L&S) 1119 laid down that when the work is found to be permanent and perennial in nature and in most of the railway stations in the country being done by regularly and permanently employed porters, the railway stations without such porters being hardly a few, in such circumstances, subject to certain specified conditions, direction for permanent absorption of the petitioners issued, the Hon'ble Supreme Court laid down the following conditions for absorption permanently as regular Railway Parcel Porters of the stations where they were then working.

- (1) The number of persons to be so absorbed would be limited to the quantum of work available on perennial basis.
- (2) Persons absorbed would be entitled to parity with their regular counter-parts in wages and other service benefits from the date of absorption.
- (3) and (4) only such of the petitioners who were below the age of superannuation and were medically fit, would be absorbed.
- (5) The absorption must not culminate in disabling the Railway Administration from utilising the services of the absorbed Railway Parcel Porters for any other manual work depending upon its needs.
- (6) Railway parcel Porters having put in longer periods as contract labour would be preferred to those having put in shorter periods of work.
- (7) Other terms of absorption contained in rule of circulars of the Railway Board should also be observed in absorbing and regularising the petitioners.

12. It has been admitted by the management's evidence that the workmen work on behalf of the Society and the work of the concerned workmen is permanent and perennial in nature. Reference before this Tribunal is whether the demand of the union for absorption/regularisation of the workmen is justified in view of the decision of the Hon'ble Supreme Court of India in the case of National Federation of Railway Porters, Vendors & Bearers Vs. Union of India & others. The learned counsel of the management argued that the Court can go beyond the reference in the term whether they can be regularised or not. In this respect the Hon'ble Supreme Court in the case 1967 LLJ (I) 423 laid down that under Sec. 10(1)(d) of Industrial Disputes Act, 1947, the Tribunal cannot go beyond the terms of reference, so as per law this Tribunal is bound only with the term of reference whether Judgement

given by Hon'ble Supreme Court in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India & others and the demand of the Union for absorption/regularisation of the workmen is justified or not. In the present case as per evidence given by both the parties and admission by the witnesses of the management, MW-1 Soumendra Nath Sardar, who clearly stated in page 2 that the work is of permanent and perennial nature and the workers engaged by the contractor used to work given to them by the contractor. The main work of the contractor was to load and unload goods in the train and get the goods from Railway Parcel Godown and back and he has stated in page 3 of his evidence that the contractor's workers formed a Society under Railway Handling Mazdoor Sahayog Samitee. MW-2 Subhash Choudhury, has also stated in cross-examination that tenders used to be issued in the name of the Secretary, of the Co-operative Society of the workers. The Secretary is amongst the workers. Railway paid contractors and the contractors paid workers under the presence of Parcel Supervisor and the payment is made on the basis of tender. This statement shows that the concerned workmen's work is done by the Society in the form of contractor which clearly shows that the management is taking the work against the provision of Contract Labour (Regulation & Abolition) Act, 1970. MW-2 admitted in cross-examination that as per Ext. W-4 the letter issued by Divisional Railway Manager, Dhanbad for sanction of contract for handling parcel. He has also admitted that Sr. Divisional Railway P.O. has made an enquiry about the genuineness of the Co-operative Society i.e. Railway Handling Mazdoor Shramik Sahayog Samity Ltd., Dhanbad and it is Ext. W-5. He has admitted that in the Railway there is post of parcel porter and parcel porters work inside the Parcel Office for doing the sealing the parcel van and internal work. He also admitted that Railway is the principal employer of the concerned workmen and Sr. D.C.M. has the power to inspect the parcel department. The work of parcel porter is of permanent nature but the contractor is changed due to expiry of the contract period. It shows that the management issued contract to the concerned workmen whose work is supervised by the management, payment is also made by the management and the enquiry about the genuineness of the Co-operative Society Ltd., Dhanbad has been made by Sr. Divisional Railway P.O. and as per Ext. W-5 it was found to be correct. It shows that there is permanent and perennial nature of jobs performed by the concerned workmen in the form of Society, i.e. Railway Handling Mazdoor Shramik Sahayog Samiti Ltd., Dhanbad and such contract has been given by the management for doing the jobs of parcel porters and this contract is extended from time to time.

13. The learned counsel for the workmen has given a list in Reference No. 34 of 1998 for deleting the names of 16 persons in which serial number of the reference is 1, 2, 4, 6, 7, 8, 9, 11, 14, 17, 18, 19, 21, 22, 24 and 28 because of the fact that these persons have left the job and some of them died and some are not interested to get the job, so only

14 persons claim for absorption/regularisation can be considered.

In Reference No. 160 of 1999 the learned counsel for the workmen has given a list 40 persons who have left service and are not interested to get job as they have been elsewhere engaged in service or business, so he has requested to delete the names shown against serial number of Reference No. 160 of 1999 are—1, 2, 3, 4, 5, 6, 7, 8, 11, 14, 15, 16, 20, 21, 22, 25, 26, 27, 28, 30, 31, 32, 34, 35, 36, 38, 40, 44, 56, 57, 59, 60, 62, 63, 64, 65, 66, 67, 68 and 70.

So, from Reference No. 34/98 out of 30 persons only the claim of 14 persons has been made and from Reference No. 160/99 out of 70 persons the claim of only 30 persons has been made. Therefore, in all the claim of only 44 persons has to be considered in these two reference cases.

14. As per discussions made above and law laid down by the Hon'ble Supreme Court in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others—[1995 SCC (L&S) 1119], 14 persons in Reference No. 34 of 1998 and 30 persons in Reference No. 160 of 1999 are entitled for absorption/regularisation as per conditions mentioned in National Federation of Railway Porters, Vendors and Bearers Vs. Union of India and others i.e.

- (1) The number of persons to be so absorbed would be limited to the quantum of work available on perennial basis.
- (2) Persons absorbed would be entitled to parity with their regular counter-parts in wages and other service benefits from the date of absorption.
- (3) and (4) Only such of the petitioners who were below the age of superannuation and were medically fit, would be absorbed.
- (5) The absorption must not culminate in disabling the Railway Administration from utilising the services of the absorbed Railway Parcel Porters for any other manual work depending upon its needs.
- (6) Railway parcel porters having put in longer periods as contract labour would be preferred to those having out in shorter periods of work.
- (7) Other terms of absorption contained in rules of circulars of the Railway Board should also be observed in absorbing and regularising the petitioners.

Subject to the verification of the persons by the President/Secretary of Railway Handling Mazdoor Shramik Sahayog Samity Ltd.

15. In the above manner the Award is rendered. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2009

का.अ. 315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या 91/2006) को प्रकाशित करता है, जो केन्द्रीय सरकार को 14-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/468/2001-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 14th January, 2009

S.O. 315.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.91/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Federal Bank Ltd., and their workmen, received by the Central Government on 14-1-2009.

[No. L-12012/468/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri.P.L.Norbert, B.A., LL.B., Presiding Officer
(Wednesday the 17th day of December 2008/26th
Agrahayana 1930)

I.D. 91/2006

(I.D. 05/2002 of Labour Court, Ernakulam)

Union : The General Secretary,
Federal Bank Staff Union,
Champion Buildings,
Bank Junction, Alwaye-683 101.

Adv. Sri.Ashok Shenoy.

Management : The Chairman,
Federal Bank Limited,
Head Office, P.B.No.103,
Alwaye-683 101.

By Adv. M/s. B.S. Krishnan
Associates.

This case coming up for hearing on 10-12-2008, this Tribunal-cum-Labour Court on 17-12-2008 passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

“Whether” the dismissal of services of Sri K.H. Shamsudeen by the Federal Bank Ltd., Aluva (Kerala) was justified? If not, what relief the concerned applicant is entitled?”

2. The facts in a nutshell are as follows:—Sri K.H. Shamsudeen was employed in the Federal Bank at Narakkal branch as Clerk. While so, he was charge sheeted on certain allegations. The allegations were that he had influenced the Branch Manager to discount a cheque received for collection in Narakkal branch and got the amount credited to his account. But after the cheque was sent through courier for collection he intercepted the courier service boy and delayed presentation of the cheque for clearance and he misbehaved to a lady customer. Since the explanation of the workman was not satisfactory a domestic enquiry was ordered. In the enquiry he was found guilty of the charges and the disciplinary authority dismissed him from service. The Appellate Authority concurred with the findings and punishment. Hence the workman through union has raised this industrial dispute.

3. According to the union enquiry is vitiated for non compliance with principles of natural justice. There are no materials to find the workman guilty of the charges. The Enquiry Officer was biased and was siding with the management. The punishment of dismissal is highly disproportionate. The workman was in the service of the bank for over 15 years and had served the bank loyally. There is no chance for alternate employment. His family consisting of wife, school going son, parents and two unemployed brothers depend on him. The sole source of income was from the salary as a bank employee. The workman is entitled to be reinstated with all consequential benefits.

4. According to the management the enquiry was conducted in full compliance with the principles of natural justice. The workman was defended by an Advocate of his choice. The workman had committed serious misconduct in the course of his service in the bank. The Enquiry Officer based on the evidence on record came to the conclusion that the workman was guilty of the charges. Considering the seriousness of the charges the disciplinary authority imposed the punishment of dismissal from service. The punishment is commensurate with the misconduct proved. There is no circumstances to interfere with the findings or punishment.

5. In the light of the above contentions the following points arise for consideration:

1. Are the finding sustainable?
2. Is the punishment proportionate?

The evidence consists of the oral testimony of MW 1 and the documentary evidence of Ext. M 1 enquiry file on the side of the management and no evidence on the side of the union.

6. Point No.1:- Two charges were levelled against the workman Sri. K.H.Shamsudeen. First charge is that a cheque for Rs. 21,500/- dated 17-2-2000 drawn by uncle of the workman on State Bank of India, Alwaye was presented through Federal Bank, Narakkal branch on 18-2-2000 for collection. The cheque was discounted at the request of the workman on the assurance that the drawer of the cheque was his uncle and as soon as the cheque is sent for collection it would be cleared. After discounting the cheque the amount was credited to the account of the workman. The cheque was sent for collection through courier on 19-2-2000. The workman persuaded the courier service boy to delay delivery of the cheque to Alwaye branch of SBI. After a few days the cheque was collected by the workman from the courier service boy and it was presented personally by the workman at Alwaye, branch of SBI on 02-03-2000.

7. The 2nd charge is that a customer of Narakkal Branch of Federal Bank Smt. Joicy John who was a Staff Nurse working abroad and was having an NRE account had been to bank along with her mother-in-law on 18-03-2000 for crediting a DD for Rs. 58,000/- in her account and for withdrawing some amount as well as redeeming gold ornaments pledged by her mother-in-law. During the transaction the workman is alleged to have tried for an amorous chat with the lady customer attracting attention of other customers and mother-in-law and thus created an embarrassing situation to her. The Enquiry Officer found both charges proved. The union had questioned the validity of enquiry as a preliminary issue and was decided on 17-11-2008 holding that the enquiry was properly conducted complying with the Principles of Natural Justice and does not suffer from any infirmity. Now the union contends that the finding is perverse and there are no materials on record to find the workman guilty of the charges. According to the learned counsel for the union the material witnesses like the complainant Smt. Joicy John, the courier service boy Sri. Muhammed Riyas and the Clerk of SBI, Alwaye Branch to whom the cheque was given for clearance were not examined. The Enquiry Officer has relied on the statement of Investigating Officer alone and the statements of witnesses recorded by the Investigating Officer were marked through him without examining the witnesses. There is no evidence to show that the workman had delayed collection of the cheque. There is equally no evidence to show that customer Smt. Joicy John had made a complaint to the bank or the workman had misbehaved to the customer.

8. MW1 is the Investigating Officer. He was then the Senior Manager of Vigilance Department. Through him Exts. ME-1 to 20 documents were marked. Ext.ME-1 is report of Branch Manager, Narakkal to the Head Office regarding discounting of cheque and delayed presentation of the cheque. Ext.ME-2 is the report of Investigating Officer. Ext.ME-3 is statement of courier boy Muhammed Riyas

recorded by the Investigating Officer. Ext.ME-4 is statement of Sri. Vijayan an official of courier service. Exts. ME-8 and 9 are statements of two Clerks of SBI, Alwaye branch recorded by the Investigating Officer. It is not disputed that the cheque for Rs. 21,500/- was presented for collection in Narakkal branch of Federal Bank by the workman. It was discounted and sent for collection on 19-02-2000 is also admitted by the union. What happened thereafter alone is in dispute. The fact that cheque was cleared by Alwaye branch of SBI on 02-03-2000 is also not in dispute. Therefore, the question is whether the workman had intervened in delaying clearance of the cheque.

9. Ext.ME-28 is copy of the pick up run sheet dated 19-02-2000 of courier service. It is seen/signed by Sri. Muhammed Riyas, the courier service boy on 19-02-2000. Ext.ME-3 is statement of Muhammed Riyas recorded by the Investigating Officer. According to the learned counsel for the union the signature in Ext.ME-28 does not tally with the signature in Ext.ME-3. In other words the learned counsel challenges the contents of Ext.ME3 statement of Muhammed Riyas. But on a comparison of the signatures I don't find any difference between the signatures. in Exts. ME-28 and ME-3. Assuming that Ext.ME-3 statement was proved through the Investigating Officer only and Sri. Muhammed Riyas was not put in the box still the fact that the cheque was entrusted to the courier is beyond dispute. It was entrusted on 19-02-2000 as per Ext.ME-28. It was not cleared until 02-03-2000. MW-2 was the Branch Manager of Narakkal branch then. According to him on 19-02-2000 he had discounted the cheque and sent it for collection through professional courier and the cheque was realised on 02-03-2000 only. On 2-3-2000 at 9 a.m. the workman had telephoned to MW2 in his residence and told him that the disputed cheque was sent from the office of courier to Madras by mistake and it was re-directed to many places and at last it was returned to the courier and he had collected the cheque from the courier and he would personally present the cheque in Alwaye branch of SBI and so he would be a bit late to the office. MW2 also says that the workman on that day had reached Narakkal branch only at 11.30 a.m. Ext.ME-30 is copy of Attendance Register. The F.N. attendance of worker of 2-3-2000 is seen originally marked as 'L', but corrected to 10.15 a.m. The workman has not offered satisfactory explanation as to how the correction had happened. At any rate he cannot dispute that he had reached late by 15 minutes. MW2 on hearing from the workman on 2-3-2000 in the morning that the latter was going to Alwaye branch of SBI to present the cheque, contacted the Assistant Manager and then the Manager (Admn.) (MW3) and informed them that a clerk of Narakkal branch would approach the Bank for presenting a cheque for clearance and requested them to intimate as and when the cheque is presented and to preserve the cover in which cheque is presented. MW3 the Manager (Admn.) of SBI

Alwaye deposited before the Enquiry Officer that MW2 had contacted him over phone regarding presentation of a cheque for collection on 2-3-2000 and he had enquired with the concerned clerk regarding the cheque aforementioned and came to understand that the cheque was presented and cleared on 2-3-2000 itself. However, the cover in which the cheque was brought was removed by the person who brought it and put the cover in a dust bin of the bank. The pieces of the cover were collected by MW3 from the dust bin and preserved the pieces in a cover. That cover was produced by the Management in the enquiry and is marked as Ext.ME-11. However, this was not the original cover in which the cheque was enclosed and entrusted to professional courier. According to the management the original cover was torn by the mother of courier boy by mistake and hence the courier boy had obtained another cover and the cheque was enclosed in that cover, which is Ext.ME-11. Neither Narakkal branch of the Federal Bank nor Alwaye branch of SBI (MW3) has a case that the cheque in question was delivered to Alwaye branch by courier. There is no record in the professional courier to show that they had delivered the cheque to Alwaye Branch. Whereas Ext.ME-4 statement of Vijayan, an official of courier recorded by Investigating Officer MW1 shows that no envelop containing cheque of Narakkal branch was delivered to Alwaye branch of SBI by the professional courier. Ext.ME-28 is the pick-up run sheet pertaining to the entries of 19-2-2000 prepared by Narakkal branch and acknowledged by courier service. Ext.ME-27 is copy of despatch register of management bank pertaining to 19-2-2000. It shows that cheque was despatched for collection through courier service on 19-2-2000. It was addressed to Alwaye branch of SBI. The cheque was cleared only on 2-3-2000. The Branch Manager of Narakkal branch MW2 and the Manager (Admn.) of Alwaye Branch MW3 have given evidence that the cheque in question was despatched from Narakkal Branch on 19-2-2000 and was received by Alwaye branch on 2-3-2000 and the cheque was delivered not by courier but by a staff of Narakkal branch. The attendance register of 2-3-2000 reveals that the workman was late to reach Narakkal branch on 2-3-2000. Based on these circumstances and evidence the Enquiry Officer came to the conclusion that the presentation of the cheque was delayed by the workman. He does not dispute that the cheque was discounted at his request and the amount was credited to his account on 19-2-2000. Ext.ME-22 is the application of the workman requesting bank to purchase the cheque, Ext.ME-23 is three ABC, Ext.ME-24 is transfer debit voucher dated 18-2-2000, Ext.ME-25 is transfer credit voucher dated 18-2-2000 and Ext.ME-26 is ledger copy of SB account No.9343 of the workman. These documents prove that the cheque was discounted and the amount was credited to the account of the workman and thereafter the cheque was sent for

collection. The account of the drawer of the cheque Sri. K.M.Abdul Kareem (No.17918 of Alwaye branch) was verified by MW1, the Investigating Officer and it was found that the balance in the account as on 18-02-2000 was only Rs.434.02. A sum of Rs. 21,500 was seen remitted in the account on 23-2-2000. MW1 gave evidence to this effect in the enquiry. Since the account was maintained in another bank (SBI) and belonged to a customer of that bank a copy of the account could not be obtained by the management. Thus on the date of presentation of the cheque for collection in Narakkal branch there was no sufficient balance in the account of the drawer of the cheque Sri. K.M.Abdul Kareem and sufficient amount was remitted in that account only later. The only person who was interested in the transaction was the workman who persuaded the Narakkal Branch Manager to discount the cheque on assurance that the drawer of the cheque was his uncle and as soon as the cheque is sent for collection it would be cleared. These are strong circumstances to point the finger at the workman. Therefore, I find no reason to say that the finding with regard to charge No.1 is in any way defective.

10. The 2nd charge is that the workman had misbehaved to a lady customer of the bank. Smt. Joicy John is an NRE account holder of Narakkal Branch. She had been to bank on 18-3-2000 for crediting a DD for Rs.58,000/- in her account, withdrawing some amount, redeeming some gold ornaments pledged by her mother-in-law and for remitting some amount in the NRE Home Loan Account in the name of her husband Sri.Benny. She was accompanied by her mother-in-law. The allegation is that the workman who was in the SB section while attending to Smt. Joicy John started asking personal and unpleasant questions and was gazing at her while others were watching. She felt embarrassed in the behaviour of the workman and tried to avoid him. She made a complaint to the bank. Ext.ME-20 is the complaint addressed to the Chairman of the bank. It was sent on 22-3-2000. The learned counsel for the union doubted the correctness of the signature of Smt. Joicy John in Ext.ME-20. He wanted the court to compare the signature in Ext.ME-20 with the signature in the statement given by her to the Investigating Officer Ext.ME-14. On a comparison I am not able to find any difference between the signatures in Exts.ME-14 and 20. The Investigating Officer had also recorded the statement of customer's husband Sri.Benny, and mother-in-law Smt.Sosamma Thomas and they are Exts.ME-15 and 16. Mother-in-law of the customer was with the customer and she is an eye witness to the incident, Exts.ME-31 to 33 are copy of offset credit voucher dated 18-3-2000, copy of NRE SB credit voucher dated 18-3-2000 and copy of withdrawal form 1796 dated 18-3-2000 for Rs. 39,560 Exts.ME-31 to 33 show that Smt. Joicy John is the holder of an NRE account No. 20712 with Narakkal branch and she had been to the bank on 18-3-2000 for transacting some

business. MW2 the Branch Manager has stated that Sri Benny the husband of the customer had met him and complained about the misbehaviour of the workman. It is thereafter that MW1 the Investigating Officer met the account holder Smt. Joicy John, her husband and mother-in-law and recorded their statements. The union alleges no motive for the complaint by Smt. Joicy John or her family members. No lady will dare to make a complaint alleging outrage of her modesty unless the incident is genuine, lest it would boomerang. In the wake of the aforementioned evidence and circumstances there can be no doubt that the workman had misbehaved to the customer of the bank. The enquiry officer has rightly found so.

11. Point No.2 :—The punishment imposed is dismissal from service. According to the union punishment is disproportionate. The Disciplinary Authority had considered the mitigating circumstances of the workman before imposing the punishment. According to the worker he belongs to a family consisting of parents, two younger brothers, wife and a son who are depending on him and his sole source of income is from the employment in the bank. At the time of dismissal from service in 2001 he had 15 years of service more. Both Disciplinary Authority as well as Appellate authority did not find it necessary to show any leniency in the matter of punishment. Hence he was dismissed from service. The workman had lost integrity. The Manager of the bank lost faith in him as the workman had misled him to purchase a cheque and discount it to favour the workman who had some urgency in getting the money immediately. But he was not loyal to the Manager and prevented delivery of the cheque to the clearing bank. This is a dishonest act on the part of a bank employee who has to deal with money transactions which alone is done in a bank. In addition to that he brought disrepute to the bank by misbehaving to a lady customer. These charges are serious and cannot be treated lightly by a bank. I am told by the learned counsel for the management that despite dismissal from service the workman was given all retirement benefits. To that extent the bank was magnanimous to the workman. I don't think that the punishment is in anyway not proportionate to the charges. Hence I refrain from interfering with the penalty.

In the result an award is passed finding that the action of the management in dismissing the workman from service is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 17th day of December, 2008.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union - Nil.

Witness for the Management

MW1 - 16-10-2007 - Syriac Joseph

Exhibit for the Union - Nil.

Exhibit for the Management

Ext. M1 - Enquiry File.

नई दिल्ली, 14 जनवरी, 2009

का.आ 316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोनकन रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई, नं. -2 के पंचाट (संदर्भ संख्या 92/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं. एल-41015/02/2002-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 14th January, 2009

S.O. 316.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.92/2002) of Central Government Industrial Tribunal-Cum-Labour Court No.-2, Mumbai, as shown in the Annexure, in the Industrial Dispute between the management of Konkan Railway Corporation Ltd., and their workmen, received by the Central Government on 13-1-2009.

[No. L-41015/02/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/92 of 2002

Employers in relation to the management of Konkan Railway Corporation Ltd.

The Chairman & Managing Director

Konkan Railway Corporation Ltd.

Belapur Bhavan, Plot No. 6

Sector-11

CBD Belapur

Navi Mumbai-400 614.

And

Their Workmen

Shri C. Mohan
13/3, Bharathi Nagar
Moolapalayam
Erode-638 002.

APPEARANCES

For the Employer : Mr. G. R. Naik, Advocate.

For the Workmen : In person

Mumbai, dated 10th November, 2008.

AWARD-II

1. The Government of India, Ministry of Labour, by its Order No.L-41015/2/2002-IR(B-I) dated 13-12-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication:-

"Whether the action of the Management of Konkan Railway Corporation Ltd., in imposing the punishment of removal from services on Shri C. Mohan is justified? If not, what relief the disputant is entitled to?"

2. The Second party has filed Statement of Claim vide Ex-11. The brief facts are that, the workman was promoted as Goods Driver by order dated 06-05-1999. He was issued a charge sheet dated 13-1-1999 by the Deputy Chief Mechanical Engineer alleging that while functioning as Driver of Dn BCN Goods Train 16802 + 14671 on 11/12-09-1999 had left the working Loco unmanned at Kudal Station and had left Kudal Station before the relief crew could arrive. The second charge was that while performing shunting at Nandgaon Road, the workman had dashed against the siding dead end causing extensive damage to the dead Loco No.14563 and the dead end and it was alleged that the same exhibited careless and negligent performance. He gave a provisional reply dated 26-10-1999 and a detailed reply dated 16-11-1999 and denied the said charge and made a request for withdrawal and cancellation of the said charge sheet. He stated that, while working on 11-09-1999 at Vaibhavwadi, while working MNGT/BCN (Train), he had completed 16 1/2 hours of working by 6 O'clock on 12-09-1999. He had asked for relief from the SCOR/BEL. He was informed that he would get relief at Kudal Station and upon arriving at Kudal, the workman confirmed that his relief was coming by 0111 Dn Train. He had by that time completed 20 1/2 hours of working and therefore, he had requested the SCOR/BEL to allow him to go by KR 06 Train to Ratnagiri. He was given permission by the SCOR/BEL, he advised his Assistant Driver to be in the Loco till the relief crew arrives. An Assistant Driver is a competent person under the rules, in whose charge the Loco can be kept till a relief crew can take over charge. Thereafter he handed over the Loco Reverser Handle and a written report

(Note) about the Loco and train condition to the Station Master Kudal Station, to be handed over to the relief crew. After doing that the workman was allowed to be relieved by which time the workman had completed more than 24 hours and 40 minutes of continuous working though the norm was only 12 hours continuous working. Therefore, he is not guilty of the said charge of leaving the Loco unmanned.

3. In respect of the second charge in the reply stated that, the charge has been framed against him without holding a fact finding enquiry. He was doing the shunting in the early hours of the day in total darkness with 3 Locomotives, as the 2 MU Locos were coupled with the dead Loco No.14563. In the said darkness he was dependent on the Points man and his signal as he could not see anything in front of 3 Loco distance. It is stated that even in the said 3 Locos, one was a dead Loco and the brakes of the other Loco no.14671 were isolated as per the report of SLI Ratnagiri. He never exceeded the 8 Kms per hour speed during the entire shunting operation which could be confirmed from the speedometer chart of the said 3 Locos. The charge sheet which had been framed on the basis of the report of SLI Ratnagiri was not the correct procedure since no enquiry was made from him before the said report was finalized and on the basis of the report the charge sheet was wrongly framed. Thus he requested for dropping the said chargesheet and closing the enquiry proceedings against him.

4. After the said explanation, the Deputy Chief Mechanical Engineer as Disciplinary Authority appointed Mr.L.D'Cruz SME as the Enquiry Officer by order dated 15-01-2000 and the workman received a letter dated 25-02-2000 from the said Inquiry Officer asking him to nominate a Defence Helper to assist the workman in the said enquiry. He appointed Mr.S.Murugan as his Defence Helper and intimated the same vide his letter dated 03-03-2000. Mr. S.Murugan has been accepted as Defence Assistant and the letter dated 13-04-2000 was received from the Inquiry Officer. In that letter the enquiry was to be held on 25-04-2000 at 10.00 hours at AME office at Madgaon, Goa.

5. The enquiry was held on 25-4-2000 and 26-4-2000. Eight witnesses were examined on behalf of the management. No Presenting Officer was appointed and the Inquiry Officer himself also acting in a dual capacity as Presenting Officer conducted the enquiry.

6. The workman submits that none of the witnesses of the management has stated that he had exceeded the prescribed 8 Kms. per hour speed during the entire shunting of wagons. The workman also called for the speedometer chart in this behalf for his defence but the same were not produced by the Inquiry Officer, causing serious prejudice to the workman. Thus the evidence of Mr. Sukumar Shetty

and evidence in respect of Charge No.2 was not proved but the Inquiry Officer given a finding in respect of Charge No.2 that the workman is guilty of violating Rule 4.62 (9) (i) which was not a charge levelled against the workman in the chargesheet. The said rule pertains to maintaining a speed of 8 Kms. per hour during material train working. The workman gave a reply dated 28-6-2000 to Inquiry Officer and pointed out that the Inquiry Officer has not properly assessed the evidence and has come to a wrong conclusion and requested that disciplinary proceedings be closed against him by holding him not guilty of the second charge, since the Inquiry Officer had held him not guilty of the first charge. The disciplinary authority passed an order dated 15-9-2000 and imposed penalty of removal on workman. In the speaking order which was annexed to the penalty order, the Disciplinary Authority has disagreed with the finding of the Inquiry Officer in respect of Charge No.1. The Disciplinary Authority did not give any prior show cause notice regarding the said disagreement and has illegally disagreed and imposed the said penalty. Thereafter the workman filed an appeal on 06-10-2000 to the Regional Railway Manager, Konkan Railway at Ratnagiri. In the said appeal it was pointed out that the speedometer chart was not produced and as per the Accident Manual of Konkan Railway para 303, has to be followed and several other grounds were urged before the Appellate Authority. The Appellate Authority did not apply its mind to the points raised in the appeal and mechanically disposed of the said appeal. The Appellate Authority's order is illegal and requires to be set aside. After the said incident he was not suspended at any time even during the enquiry and worked for a year thereafter without any complaint. In para.3 of their say he has raised several grounds for setting aside the punishment order and prays that the reference shall be allowed with costs.

7. By Ex-12, the first party had submitted Written Statement. The brief facts are that the concerned workman was appointed as Assistant Diesel Driver on 22-02-1995. He was promoted and posted as Goods Driver on ad-hoc basis vide Office Order dated 06-05-1999. While working as Goods Driver on 11/12-09-1999 he had left the working Train Loco unmanned at Kudal Station and left Kudal Station before the Relief Crew could arrive and earlier while performing shunting at Nandgaon Road Station he had dashed against the siding dead end causing extensive damage to dead loco No.14563 which is attributed to careless and negligent working of the workman. Any minor negligent action of the Railway personnel will lead to disastrous accidents causing the damages to public property and lives of passengers. Hence strict safety norm and working procedures have been laid down. The Driver can leave the locomotive after a competent Railway servant has been placed in charge of the locomotive. The concerned workman did not handover the Reverser Handle of the

locomotive which gives control of the locomotive operation to the Assistant Driver. Thus, the Assistant Driver was not placed as the incharge of the locomotive. He was issued with a charge sheet and enquiry was conducted by the competent authority giving sufficient opportunity to the petitioner. The Disciplinary Authority after getting satisfied himself to the extent of carelessness and negligent working of the workman has imposed the punishment of removal from service as per the provisions. A Charge sheet was issued dated 13-10-1999 by competent authority i.e. Deputy Chief Mechanical Engineer. The running duty time is to be considered from the time Driver takes over actual charge of the Train or Loco and upto the time he hands over the charge of the Train or Loco. The workman demanded relief, the relief crew was arranged by the Controller from Ratnagiri. The petitioner did not hand over the charge properly to the competent person. The workman handed over the Reverser Handle and B.P.C. to the Assistant Station Master, Kudal. There was no need for a fact finding enquiry and denied that the correct procedure was not followed. The workman was given all the chances to defend his case and sufficient opportunity was given to the workman. It is denied that the Inquiry Officer himself acted in dual capacity of Presenting Officer also. Relevant documents and papers were handed over for conducting the enquiry. The Disciplinary Authority has clearly recorded in the speaking order that the employee did not carry out the procedure for handing over charge of locomotive. Pointsman is a trained person for shunting/placement of Rolling stock. It was established that the damage caused to the locomotive at the dead end was due to the negligent and careless working of the Driver and the shunting operation was not properly controlled by the workman. Hence it was not necessary to call for the speedometer chart. As per G & SR 3.78 (i) (b) "The driver shall not however, trust entirely to signals, but always be vigilant and cautious". After consideration of evidence on record the Inquiry Officer came to the conclusion that charge no. 1 is partly proved and charge no.2 is fully proved. The Disciplinary Authority sent a copy of the enquiry report to the workman vide letter dated 22-5-2000. The Disciplinary Authority has made observation in his speaking order and imposed punishment after considering the enquiry report. There is no disagreement between the view of Inquiry Officer and the Disciplinary Authority. The Appellate Authority confirmed the penalty and there was no need to issue a separate show cause notice. It is not mandatory to suspend an employee during the enquiry as per the DAR Rules. The principle of natural justice was not violated. Thus it is prayed that the claim of the workman shall be rejected with costs.

8. The workman has submitted a rejoinder by Ex-13. He does not agree with the averments made in para.4 of

written statement. With regard to para.2 (c), the reasons given for extension of duty period is not supported by the Railway Board letter dated 13-04-1992. The workman was made to work beyond the statutory duty hours illegally. He had completed 20 1/2 hours working when he was asked to be relieved and completed more than 24 hours 40 minutes continuous working when he was actually relieved. He also denies the improper handling of the charge of the locomotive. G & SR 3.78 (i) (b) was not pleaded in the enquiry and denies that he was negligent in his duty while doing the shunting operation. The Controller had told the Assistant Station Master to keep the Reverser Handle and B.P.C. with him to be handed over to the Reliever. Hence, the very issue of the charge sheet in this behalf was illegal. With reference to para .2 (f) the workman states that the Pointsman had not previously done shunting with locomotive. Thus it is clear that the workman was given an untrained person for the shunting operation and due to his inexperience the incident happened. The speedometer chart would have clearly indicated the speed of the locomotive at the relevant time and would have greatly assisted the workman in his defence. The non -furnishing of speedometer chart has caused serious violation of the principles of natural justice. The said shunting operation was done at 1.00 a.m. in the night by the workman by way of helping clear the tracks which were blocked by the dead loco. The Inquiry Officer has held the charge no. 1 as not proved and in respect of charge no.2 he has held the workman guilty of a totally different charge which was not levelled against him in the charge sheet. The Disciplinary Authority has disagreed with the Inquiry Officer both in respect of charge no. 1 and charge no.2. The workman denies all submissions in the Written statement and confirms the submission made by him in para.3 (a) to (j) of the Statement of Claim.

9. After going through the affidavit of workman and cross on it as well as going through the first party's evidence filed at Ex.21 and cross on it, my Predecessor decided 2 issues observing inquiry was not conducted strictly following the principles of natural justice and observed finding of Inquiry Officer perverse by passing order dated 09-11-2005.

10. In the second phase of the proceedings, first party was supposed to justify the action of termination taken by the first party. Even my Predecessor observed charge no. 1 was not proved and no hearing was given to second party by the disciplinary authority while awarding punishment. However said order was not challenged by first party and then reference proceeded for the evidence to justify the action of first party.

11. In view of the circumstances, now following issues required to consider and answered which are:

Issues	Findings
(iii) Whether action of management of KRCL in imposing punishment of removal from service on Shri C.Mohan is justified?	No
(iv) What relief concerned workman is entitled?	He is entitled for reinstatement with 50% backwages

Reasons

Issues No:- 3

12. To justify the action of dismissal, first party place reliance on the affidavit filed by witness B.N.Bose in lieu of examination-in-chief at Ex.-40 stating that, he was on duty on 11-9-1999 and 12-9-1999. He states that, second party was on duty as Goods Driver of DN BCN Goods with loco no.16802 + 14671. He states that, second party left working loco unmanned at Kudal Station before relief crew attended the said train. It is stated that, negligence was shown by the concerned workman while leaving train unmanned and earlier while performing shunting at Nandgaon Road Station had dashed against the deadend siding which caused extensive damage to the dead loco no.14563 WDG-2. He further states that, second party was booked to work Dn BCN Goods Ex.- Vaibavwadi to Madgaon on 11th & 12th September 1999. It is stated that while detaching the dead loco 14563 WDG-2 in Rn End Siding on Nandgaon Road Station, second party has failed to stop short the dead end and dashed against it resulting in uprooting the dead end structure and caused extensive damage to the dead loco no.14563 WD G-2 as its shorthood cattle guard was badly damaged. It is further alleged that, second party left Kudal station leaving his working loco unmanned. In the cross this witness states that, he was not present at the place of accident when it occurred. He further states that, he learnt about the accident through control room. He states that since place of accident was far away from posting he was not supposed to do any thing. Then management examined another witness by filing affidavit of Bharat T. Dhadve at Ex.-44 who states that Station Master asked him to detach the dead loco 14563 at TTM siding. He states that he handed over the shunting instruction form given to him by the Station Master to the second party and took signal lamp, wedges, chain, pedlocks and stood on the leading dead loco exhibiting the signal. The Assistant Driver was on the second loco, second party workman was on third loco. After the Station Master gave signal, he showed proceed signal after passing the first SPI signal he showed green signal up and down vertically to reduce speed. He states that before reaching the point no.105, he showed red signal to second party. Even after seeing the red signal, second

party did not stop the engine and proceeded towards the dead end and dashed against dead engine. He states that, after hearing the huge sound, driver stopped the loco. After loco stopped, he got down and saw that the dead end was completely damaged. He also states that, the leading wheel of the dead loco was on top of the barrier clamp. He states that one buffer of the loco had fallen down. He states that Driver and himself went to the station and informed the duty ASM. The SM came to the spot and informed Belapur control. He states that he could not get down from the loco at point 105 as engine did not stop even though he showed red signal. In the cross this witness states that, he was holding 'hand signal lamp' in his right hand and it could be seen by the rear most loco driver. He states that he does not know what signal was shown by Assistant Driver as he is concerned with the signal which he had shown. He agrees that signal which is shown by him should be seen by the Driver. While answering the question as to whether the head light of leading loco was on he states that he does not know and he does not know whether there is down gradient towards dead end from Station building. He also could not give exact speed of the loco while reaching the dead end but he states that the loco was in slow speed. He states that it was foggy, dark and there was no light either of station or street light. He agrees that, only wooden plate was broken of dead end and nothing happened more than that. Besides, management examined another witness at Ex-45 by filing affidavit of T.V.Sudhakaran who states that, that-time he was working at Goods Driver at Verna. He states that when he reached Ratnagiri on 11/12-9-99 he was asked by Sr. Loco Inspector to work on DN goods from Vaibhavwadi. He states that he boarded train no. KR 111 DN from Ratnagiri alongwith Sr. Loco Inspector B.N.Bose. He states that after reaching Kudal, he met S.M. who handed over reverser and the BPC. He states that alongwith Sr. Loco Inspector he went to take charge of train and after boarding the train he noticed there was no crew on engine and working loco was unmanned. He also noted that Wedges were not put on. He noted that hand brakes of loco and the trailing load were not applied. He states that he noted that, A9 handle was in application position and then he started the loco at 11.19 hrs. In the cross he states that, he was the reliever of the workman concerned. He states that, loco was unmanned by the second party. He states that, in the domestic enquiry, he stated that loco was technically secured and no one could move the loco. He further states that in case of accident, Sr. Loco Inspector is supposed to reach the spot by available means and asses the situation. He further states that, Loco Inspector was supposed to take In custody the speedometer chart and he has to conduct joint inspection with other department officials as per Accident Manual 304 and is supposed to submit the report immediately.

13. So these are the events mentioned by the witnesses of the first party about leaving loco unmanned and dashing dead end and causing damage.

14. Meanwhile second party filed application for interim relief Ex-51 which was kept for deciding with main reference observing that, since reference is in progress, stage of recording evidence is also completed there is no propriety in considering relief at this stage. Then number of applications were filed by the concerned workman by filing at Ex-52, 59, 64, 69, 70. Second Party submitted written arguments at Ex-79 and by First party at Ex-80. There after number of correspondence were made by second party dated, 7-10-08, 3-10-08, 12-10-2008 which was sent by him by post about that this Tribunal is not supposed to consider those and require to decide all those.

15. Charge against concerned workman was that, on 11/12-9-99 he left working locos unmanned at Kudal station and left Kudal station before reliever attended the loco and charge of dashing the loco at dead end causing damage. This is denied by the concerned workman saying that, he did not leave the loco unmanned and there was no negligence on his part in dashing the dead end by the loco. It was also his stand that, no damage has caused as claimed by Railway. By reply dated 15-1-2000 he had stated that he asked for reliever when he learnt that he will get reliever and after knowing that and since he was having very important work and he was tired after doing 20 to 30 hours duty continuously, he left the work place. He further states that he left the loco with permission and taking proper care of safety. Regarding other charge he states that he was doing shunting in full darkness with 3 locos. He states that, since he was on reverse RN end leading loco was at the dead end so he was entirely dependent on Pointsman's hand signal lamp. But due to full darkness he could not see the hand signal. He further states that, he was doing shunting with one engine working and other was isolated due to some complications in the break system. He states that, he was going slow and speed of the loco can be seen from the speedometer chart.

16. So we have to see whether charge of leaving the loco unmanned and charge of dashing loco at the dead end is proved against him?

17. For that as stated above management examined B.N.Bose at Ex-40 who admits that, he learnt about accident from control room. He admits that he has not investigated the damage resultant in the accident. He also unable to state whether dead end was uprooted as reported in the report. Even he admits that, no damage at the dead end except uprooting of deadend took place. He admits that, he has not recorded statement of witness regarding accident. He admits that minimum speed required to uproot the cross bar is more than 10 Kmph. He unable to state whether

cattle guard got damaged in the accident. He admits that, when second party was driving his loco and two engines were ahead of him. He admits that, it was night time. He unable to state whether it was raining and foggy that day. He admits that he has not submitted any report regarding accident. He states that speedometer chart was not produced in the enquiry. He admits that it was a minor accident. He also unable to state whether, workman worked 24 hrs. continuously during that period. Then first party examined B.T.Dhadve, Pointsman by filing his affidavit in lieu of examination-in-chief at Ex-44 and who is eye witness admits that, concerned workman stopped loco after hearing the loud noise. He admits that, he was holding hand signal lamp in his right hand. He unable to state, which signal was shown by the Assistant Driver as he states that, he is concerned with the signal shown by him. He further states that, he does not know whether headlight of leading loco was on. He unable to state whether there is slope towards Ratnagiri side. He states that, he unable to give the exact speed of the loco run by second party. He states that, loco was in slow speed. He admits that it was foggy and dark night. He also admits that, there was no street light in that area during that period. He admits that, only wooden plate was broken and nothing more than that happened. Then 3rd witness examined at Ex-45 states that he was reliever of second party. He admits that loco was not unmanned by the second party workman. He admits that in the domestic enquiry he stated that loco was technically secured and one cannot move it. He admits that in case of accident, Sr. Loco Inspector is required to reach on the spot by available means. So this is the admissions regarding charge of 'loco left unmanned' by concerned workman and regarding charge of giving dash to the dead end.

18. The explanation given by the concerned workman was that he worked for more than 24 hrs that time. It is not denied. He also states that, it was dark and foggy and raining and that explanation is not disputed by witness of first party. Regarding accident, no evidence is there to show that there was severe damage to the property of the first party on account of accident. On the contrary witness examined by inamagement are silent on both these points. Besides the reliever who is witness no. 3 (Ex-45) admits that loco was not unmanned by the second party. Even witness states that, technically loco was secured and one could not move it. That means precaution was taken by concerned workman regarding leaving loco and that absence of anybody will not affect loco and it was safe one. Besides regarding damage, it is nobody's case that it was not raining, foggy, dark night and that he did not work for more than 24 hours continuously during that time. When that is the reason, which is not disputed and when there was no severe damage as alleged by the first party and no specific case is made out by first party on that point, I am of the opinion that first party was not having reason to take such action which is taken against concerned workman. One has to see that, action of termination was taken for all that.

19. It is to be noted that, concerned workman was terminated on 15-9-2000. Since then he is unemployed. The reason of termination was of leaving loco unmanned and causing damage to the property of first party. However evidence brought on record reveals that both the charges are not proved against concerned workman.

20. No doubt loco was left unmanned but it was safe one. No doubt there was an accident, but it was not that serious accident which caused damage to the property of Konkan Railway. Whether for such events, this punishment of dismissal is proper and justified?

21. As stated above, both the charges are not properly proved which invite action taken by first party of termination. Some other punishment can be awarded for leaving loco unmanned and for dashing the dead end. One has to see the consequences of act proved against workman. Even in IPC, conviction is given looking the gravity of offence proved against accused. If anybody is hit by hand there is lesser punishment. If any body is hurt by axe or bullet then said action is treated as severe and if that hitting is severe and caused death, then there is capital punishment. Like that, if here concerned workman has left loco unmanned, but taking care that it will not be driven by any body, we have to see what was the reason? Here he explained that he worked for more than 20 hours continuously, and he was tired and after seeking permission he left. That explanation is not challenged by first party. He explained that, it was dark, raining and foggy night and he could not see the signal still he was held responsible. It is to be noted that speedometer chart was not placed on record to see the speed of the loco which second party was driving and how his act was responsible and how much he was responsible for the accident? According to me, explanation given by the concerned workman required to be considered while giving punishment.

22. As stated above, he is out of job from 15-9-2000. Even he approached Hon'ble High Court and Hon'ble High Court has directed Government of India to make a reference. Accordingly reference was made by Government of India to this Tribunal.

23. All these reveals that, second party cannot be solely held responsible for both the charges. Besides whatever charges are proved against him are not sufficient to convict him by giving punishment of termination. It is matter of record that, there was no severe damage to the property of first party as a result of accident. No doubt there was accident as well no doubt he left loco till relieved. For that in my considered view, some wages can be cut from his salary from the date of termination till he is reinstated to punish the concerned workman. Besides he has suffered lot. He approached Hon'ble High Court. Then he is facing trial of this reference from 1999 attending it from Chennai till this date. According to me, 50% deduction from his salary and time spent by him in challenging the dismissal will be sufficient punishment which will meet the ends of justice to the concerned workman. So I conclude

that, punishment of dismissal does not stand and required to modify by passing order of reinstatement with 50% backwages. So I answer these issues to that effect and passes the following order:

ORDER

- (i) Reference is partly allowed.
- (ii) First party i.e. Konkan Railway Corporation Ltd. is directed to reinstate second party workman Shri C.Mohan on his post with direction to pay 50% backwages from the date of his termination till he is reinstated.
- (iii) First party is also directed to give continuity of service of his that period for pensionary benefits which he can get at the time of retirement.
- (iv) In the circumstances no order as to costs.

A.A. LAD, Presiding Officer

Date: 10-11-2008

नई दिल्ली, 14 जनवरी, 2009

का.आ. 317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं बी.बी.एम.बी. के प्रबंधन के संबंध में निम्नलिखित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 43/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-01-2002 को प्राप्त हुआ था।

[सं. एल-23012/12/1994-आई आर(सी-II)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 14th January, 2009

S.O. 317.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.43/95) of the Central Government Industrial Tribunal-cum- Labour Court No.-1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 14-1-2009.

[No. L-23012/12/1994-IR (C-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. 43/95

The General Secretary BSL Project, Mazdoor Ekta Union,
S-2/773, Sundernagar.

.....Applicant

Versus

The Chief Engineer, Bhakra Beas Management Board, BSL
Sundernagar Township (H.P.)

Respondent

APPEARANCES

For the workman : Sh. R.K. Singh

For the management : None

AWARD

Passed on :-23-12-2008

Government of India vide Notification No. 23012/12/94 RC-II, New Delhi dated 25-5-95 referred the following industrial dispute for adjudication of this Tribunal:-

"Whether the action of the management of B.B.M.B. in denying the benefit of four and six increments on account of (Pandoh hardship allowance) to their work charged employees posted at Pandoh w.e.f. 1-1-81 and 24-11-83 respectively and at the same time paying the same to their regular employees posted at Pandoh is justified and legal? If not, to what relief the work charged employees are entitled to and from which date?"

The main dispute in this reference before this Tribunal is whether the work charged employees working at Pandoh are entitled for the Pandoh Hardship Allowance as per the rates given to the regular employees.

Undisputedly, all these workmen were working previously with the BSL Project started in the year 1962 by the Punjab Government. After the Punjab reorganization, the BSL Project was taken over by the Central Government w.e.f. 1-11-66 under the Ministry of Energy, and consequently all these workmen became the work charged workmen of B.B.M.B. As per the policy decision taken by the management of B.B.M.B., vide letter No.2043-63/S-1701/11-B dated 4-2-1981, hardship allowance was granted equivalent to four increments to all the regular employees working at their headquarters at Slapper, Pandoh and Baggi. It was also made clear in this letter that this allowance, however, would not be admissible to the work charged employees. Thereafter, by office memorandum No.39291-381/1701/13/3 Admn. dated 24-11-83, the management of B.B.M.B., again granted the hardship allowance from equivalent from four increments to six increments to all the regular employees of B.B.M.B. with their Headquarters at Slapper, Pandoh and Baggi on the same terms and conditions mentioned in previous letter dated 4-2-81. All these work charged employees made representations to the management that they are also working in harsh conditions and they should be given the hardship allowance along with the regular employees, but they were not granted the said allowance. The workmen raised an industrial dispute and on account of failure of conciliation proceedings, this reference.

The management of B.B.M.B. has tried to justify the decline of hardship allowance to all the workmen on the

contention that they are work charged employees working with the B.B.M.B., and as per the policy decision taken by the management of B.B.M.B., work charged employees are not eligible nor entitled to hardship allowance. It was also contended that most of the work charged employees are residents of local areas and well acquainted with the harsh conditions of the locality, whereas, the hardship allowance is given to attract the outsiders of the ordinary status of the B.B.M.B. to work on the project sites being a very crucial project. The contention of the management attracted this Tribunal to discuss whether there has been the infringement of right to enquiry of the work charged workers, working under the similar hard and harsh conditions? It is also to be discussed whether the management was justified in paying more under the similar circumstances to the outsiders, and whether this policy adopted by the management is in violation of right to equality protected under Article 14 of the Constitution?

Article 14 of the Constitution protected the right to equality of every citizen throughout the territory of India. Right to equality, which is the genesis of fundamental rights protected by the Constitution, includes equality before the law and equal protection of laws throughout the territory of India. Equal protection of laws throughout the territory of India means that there should be no discrimination in between the member of classes which are similarly placed. The test of equal protection of laws is that presumption is always in the favour of the administrative direction that the classification made by administrative policy is reasonable, unless, otherwise shown. But in the cases where it is proved or even smell by the Tribunal that administrative policy made no attempt at all to make the classification but make out a particular individual or group of individuals from the class without having any different criteria, the presumption of reasonableness in favour of administrative policy is rebutted and the Tribunal is bound to invalidate the administrative decision as violating the guarantee of equal protection.

It is true that the fixing of pay scale to a particular cadre is the discretionary power of the management. Generally, the Court/Tribunal should not interfere in the policy decision of the management fixing the pay structure. The present matter is not relating to the fixation of pay, but for the payment of hardship allowance. The very letter dated 4-2-81, regarding the sanction of hardship allowance, make it clear that allowance paid to the permanent employee will not be the pay for any purpose. It means, the hardship allowance is paid under the different circumstances on the basis of working in the harsh and hard conditions, prevailing in the locality of the project. It has no concern with the pay structure given by the management to its various employees.

The workmen who are from the same locality cannot be differentiated with the outsiders while granting the hardship allowance, if both are similarly placed. The basis of hardship allowance, as stated earlier, is their working in the harsh and hard conditions. Thus, on the basis of nature of functioning and criteria for sanctioning hardship allowance, both of the workmen namely outsiders and insiders are similarly placed. It will not be a reasonable criteria for sanctioning the hardship allowance to permanent employees only, whereas the work charged employees are working in the same harsh and hard conditions. For the purpose of this allowance permanent employees and work charged employees are similarly placed and any discrimination in payment of hardship allowance will amounted to the violation of the right to equal protection, protected under Article 14 of the Constitution.

Moreover, the management has utterly failed to prove that all the permanent workers to whom this hardship allowance was given were outsiders. As per the policy of the management most of the work charged employees have given the permanent status. It is the violation of Article 14 that a work charged employee working under the same harsh and hard condition is deprived of a right, and on one fine morning when he is given the permanent status, he becomes eligible for such hardship allowance while the circumstances remains same.

Supreme Court of India in *Indian Express News Papers vs. Union of India* (1995) Supp.(4) SCC 758 has held that extending the benefit to one class and denying it to the other class enumerated in the same Para is arbitrary and bad.

Thus, the policy decision of the management denying the hardship allowance to work charged worker, working under the same hard and harsh conditions is violation of Article 14 of the Constitution and all these workers are entitled for the hard and hardship allowance as per their permanent counter part. Considering the facts and circumstances of the case, all these workmen have been denied their legal right in violation of the right to equality, they will also be entitled for the interest on such amount @8% per annum from the date of their eligibility till final payment. The management is, accordingly, directed to pay the hardship allowance to all the workmen at par with the permanent employees from the date of their eligibility with interest @8% per annum within one month from the publication of the award. Reference is disposed of accordingly. Central Government be approached. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 14 जनवरी, 2009

का.आ. 318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2 के पंचाट (संदर्भ संख्या 2/28/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/15/2008-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 14th January, 2009

S.O. 318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/28/2008) of the Central Government Industrial Tribunal-cum-Labour Court No.-2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 14-1-2009.

[No. L-12012/15/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

Present: A.A. LAD, Presiding Officer

Reference No. CGIT-2/28 of 2008

Employers in relation to the Management of

Dena Bank

The General Manager (HRM)

Dena Bank

Dena Bank Corporation Centre

Plot No. C/10, G-Block

Bandra-Kurla Complex

Bandra (E)

Mumbai- 400 051.

And

Their Workmen

Smt. Manju Vaija Parmar

Parijat Apartment

Room No. 102, First floor

Dattawadi, Kulgaon

Badlapur

Distt. Thane.

APPEARANCES

For the Employer : Mrs. P. S. Shetty, Advocate

For the workmen : No appearance.

Mumbai, dated 10th December, 2008.

AWARD

Government of India, Ministry of Labour by its Order No. L-12012/15/2008 IR(B-II) dated 12-5-2008, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Dena Bank, Mulund (E), Branch in terminating the services of Smt. Manju V. Parmar with effect from 31-3-2007 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. In pursuant to receipt of the reference, notices were sent to second party which was returned by postal authorities with remarks 'not claimed'. As per Ex-6 & Ex-7 it reveals that second party is not interested in this reference. So I do not find it necessary to proceed with the reference. In the circumstances, I pass the following order:

ORDER

Reference is disposed of for want of prosecution.

Date 10-12-2008

A. A. LAD, Presiding Officer

नई दिल्ली, 15 जनवरी, 2009

का.आ 319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 1 कॉर्प ए डब्ल्यू डब्ल्यू ए गैस एजेंसी, रक्षा मंत्रालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ, के पंचाट (संदर्भ संख्या 96/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2009 को प्राप्त हुआ था।

[सं. एल-14012/78/2001-आईआर(डी यू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th January, 2009

S.O. 319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 1 Corp AWWA Gas Agency, Ministry of Defence and their workman, which was received by the Central Government on 15-1-2009.

[No. L-14012/78/2001-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW****Present : N. K. Purohit****I. D. No. 96/2002****Ref. No. L-14012/78/2001 IR (DU) DT. 3-4-2002****BETWEEN****Sh. Ramesh Chandra S/o Sh. Badan Singh
Village & Poste Bed Mathura - 281001****AND****1, Core AWWA Gas Agency,
1, Core Commanding Officer
C/o 56, APO, Mathura Cantt.
Mathura - 281001****AWARD****Dated 5-1-2009**

1. By order No. L-14012/78/2001-IR(DU) dated 03-04-2002 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Ramesh Chandra S/o Sh. Badan Singh Village & Poste Bad, Mathura and the 1, Core AWWA Gas Agency, 1, Core Commanding Officer C/o 56, APO, Mathura Cantt., Mathura for adjudication.

The reference under adjudication is as follows :

Whether the action of the Management of 1 Corp AWWA Gas Agency, Corp Commanding Officer, Defence Ministry through 56 APO in terminating the services of Sh. Ramesh Chandra S/o Sh. Badan Singh w.e.f. 13-11-98 is justified? If not to what relief the workman is entitled?"

2. In brief, the case of the workman is that he was initially duly selected and engaged as regular labour on 1-1-97 by the management of 1, Corp Army Wives Welfare Association (AWWA) Gas Agency, Mathura Cantt. Mathura for supplying the Gas Cylinders to the subscribers on salary of Rs. 250 per month. He had worked for more than 240 days between the period 1-1-97 to 13-11-97 but the management has disengaged him without assigning any reason in violation of Section 25 F of the I.D. Act & appointed one Nayak George as labour in his place in violation of Section 25-H of the I.D. Act. He has prayed

that the opposite party be directed to reinstate him with back wages.

3. The management in its written statement has denied and disputed the claim of the workman. It is contended that the workman was daily basis casual labour only for the purpose of delivering Gas Cylinders at the residence of the subscriber of the gas agency. He was to be paid Rs.5/- per cylinder delivery as per conditions mutually agreed upon. He was not a workman or regular employee as claimed by him. The 1 Corp, AWWA Gas Agency is not an industry. It is a registered charitable society created with sole aim of welfare of troops, serving and retired army personnel and the widows of army personnel. It is also contended that there were complaints from the subscribers against him therefore, he was disengaged. Since the gas agency provides service to its subscriber, another worker for supply of gas cylinder was employed.

4. On the basis of averments made in the statement of claim and written statement following additional issues were framed on 1-5-2003.

1. Whether the applicant was appointed as regular workman on 1-1-97 as alleged in the claim statement.

2. Whether AWWA is a charitable organization as such it is not an industry as alleged in the written statement.

3. Whether the workman was a salaried employee as alleged in statement of claim or he was paid Rs. 5 per cylinder as alleged in written statement.

5. In support of his claim the workman has examined himself as witness and produced the following documents :

1. Copy of Temp. Pass
2. Copy of cash memo
3. Copy of representation dt. 2-6-98
4. Copy of representation dt. 21-12-98
5. Copy of representation dt. 23-1-99
6. Copy of representation dt. 11-11-98
7. Copy of representation dt. Nil

6. In rebuttal the management has examined Lt.Col. R.K. Srivastava as witness and filed following documentary evidence:

1. Copy of Temp. pass
2. Copy of application to AWWA Gas Agency
3. Copy of cash memo of AWWA Gas Agency
4. Copy of registration certificate
5. Copy of No objection certificate of Firm Societies & Chits, U.P

6. Copy of receipt for payment to AWWA
7. Copy of application for registration by 1 Corp AWWA, Mathura
8. Copy of notice from Under Secretary to 1 Corp Gas Agency
9. Copy of application to Dy. Labour Commissioner (Central) Kanpur
10. Copy of representation dt. 11-11-98

7. Heard the learned representative of both the sides and perused the relevant record.

8. The learned representative of the workman has argued that the workman had worked for more than 240 days continuously as such his oral termination by the management is in violation of Section 25 F of the I.D. Act. He has further argued that the workman was employed on salary as regular worker and an identity card was issued to him and during above period the workman used to sign in in-out register maintained by the management. He has further argued that even if 1 Corp AWWA Gas Agency is a charitable society without any profit motive it falls under the definition of industry under I.D. Act. In this regard he has place reliance on case law (1997) 111 LU (Sup) 342 (Bomb) President, Anath Mahila Ashram, Kolhapur vs Ajagaonkar LG.(Smt.).

9. In contra, the learned representative of the management has urged that 1 Corps AWWA Gas Agency is a registered society for charitable purpose and welfare of troops. It is not a profit motive society and it does not fall under the definition of industry. He has further urged that the workman was not paid any salary or wages and he was not workman under Section 2(oo) of the I.D. Act. He has further urged that in-out register is maintained for proof that cylinders have been taken for distribution and identity card was issued to prove his identity and to ensure his access to the residence of the subscribers without any difficulty. He has further urged that the workman used to remain under control of the Manager till collection of the cylinders from the gas agency thereafter, he was on his own to deliver the gas cylinder to the agency subscribers.

10. Admittedly, the AWWA is a registered society with aim of welfare of troops serving and retired army personnel and widows of the army personnel. It is not disputed that from 1-1-97 to 13-11-97, the workman was doing the job of delivery of gas cylinders to the subscribers of the AWWA gas agency. It is also not disputed that an identity card was issued to the workman by the management and the workman used to sign in-out register during the aforesaid period. It is also admitted fact that subsequent to disengagement of the workman, other person has been engaged for delivery of cylinders to the subscribers of the gas agency.

11. In above admitted factual backdrop, it is to be considered whether the workman was appointed as regular

workman as alleged in the claim statement and whether he was paid Rs.250 per month as salary.

12. In this regard, the workman has stated in his statement on oath that he was selected for the post of Hawker on 1-1-97 in 1 Corp, AWWA Gas Agency for supply of gas cylinder at the residence of subscriber and he had worked continuously from 1-1-97 to 13-11-98 and he was getting Rs.250 per month as salary, whereas the management witness Lt.Col. R.K. Srivastava has stated that the workman was not an employee of the AWWA Gas Agency. He was not given appointment and no salary was paid to him. He has further stated that as per norms of the BPCL, he was paid Rs. 5 per cylinder for delivery of the same to the subscribers. No attendance register was ever maintained for marking presence of the workman. He has further stated that the entry of the civilian was prohibited in cantonment area therefore, for this purpose a temporary entry identity card was issued to the workman. He has admitted that in-out register is being maintained, for a proof that cylinders have been taken for distribution.

13. Admittedly, a representation dt. 11-11-98, the copy of which has been produced by both the sides, was given by the workman and in above representation he has stated:

“.....प्रार्थी को केवल 5 रुपये प्रति सिलेन्डर प्राप्त होते हैं जो कि मासिक स्तर पर रुपये 250 (दो सौ पचास रुपये मात्र) ही बन पाते हैं.....”

“.....प्रार्थी के कार्य एवं सेवा को देखते हुए उचित वेतन पर आना एजेंसी में नियुक्त करें.....”

14. From perusal of aforesaid representation and subsequent representations given by the workman, it reveal that the workman was to be paid Rs.5 per cylinder after delivery of the same to the concerned subscriber of the agency as alleged in the written statement and he was not employed as regular worker or casual worker and he has requested for employment only on the basis of some alleged assurance given to him. The statement of the workman that he was selected as regular workman on salary of Rs.250 per month is against his own admitted facts in the above representations. Therefore, the oral evidence of the workman on above point is not reliable. In documentary evidence besides, the copies of his representations, the workman has submitted copy of the temporary pass issued by the security section of the 1 Corp in support of his claim. Issuance of above pass is not disputed. In this regard the management witness Lt. Col. Srivastava has stated that entry of civilian is prohibited in cantonment area therefore, a temporary pass was issued to the workman. There is no cross on this point. Moreover, this statement also finds support from the averment made in statement of claim wherein it is stated that an identity card was issued to the workman for entering in the prohibited area. Therefore, merely on the ground that an temporary pass was issued

for identity & access of the workman for delivery of gas cylinder in prohibited area, no inference can be drawn that he was employee of the 1 Corps AWWA gas agency and any employer-employee relations ever existed between the opposite party and the workman.

15. In support of his claim, the workman has not produced any appointment letter and pay slips or vouchers. Although the workman has not produced the alleged in-out register as documentary evidence but it is an admitted fact by the management that such register is being maintained. The workman has stated in statement of claim that he used to sign in in-out register at the time of going for delivery of cylinder and returning after delivery of the same. It is evident from the pleadings itself in the statement of claim that in-out register is not a regular attendance register. In this regard the contention of the learned representative of the management seems to be plausible that in-out register is being maintained for proof that cylinders have been taken for the delivery on a particular day and the same have been delivered to the concerned subscriber.

16. The definition of the workman under the ID Act envisages that in order to render a person "workman", it is essential that the person should be employed for hire to discharge his work manual, skilled or unskilled etc. But in present case the workman was not employed on hire. The workman was working as Hawker who was to be paid Rs. 5 per cylinder on delivery of the same to the subscriber and his earning on a particular day was based on the demand of cylinder on that particular day by the subscribers of the AWWA gas agency.

17. In view of the above discussion, workman has failed to establish that he was appointed as regular workman and he was a salaried employee as alleged in the statement of claim. Accordingly issue no. 1 and 3 are decided against the workman.

18. Now next question for consideration is whether AWWA gas agency is a charitable organization and it is not an industry as alleged in the written statement.

19. Lt. Col. R.K. Srivastva has stated that the AWWA gas agency is a registered society. The copy of the registration certificate of 1 Corp, AWWA Gas Agency and relevant papers of registration of the same alongwith objects and rules of the society have been produced by the management and above documents have been admitted by the workman side. It reveals from the aforesaid document that AWWA gas agency is charitable organization with sole aim of welfare of serving and retired army personnel and widows of the army personnel without any profit motive.

20. In case Law (1997) 111 LU(Sup) 342 (Bomb) cited by the learned representative of the workman. Hon'ble High (Bomb) Court has observed that profit making motive is not sine quo non of 'industry' functionally or

definitionally. The facts of the aforesaid case law are different. In this case the workman was employed as full time salary of about Rs. 600 and he was engaged as Craft Teacher to teach the women in the Mahila Ashram how to prepare articles for different goods and to collect orders for the articles from market, but in the present case the AWWA gas agency had not employed the workman on salary basis or on daily wages. The workman was engaged as Hawker who was to be paid Rs. 5 per cylinder delivery to the subscribers of the Agency. Whether an activity is within the ambit of 'industry' as defined under Section 2(j) of the I.D. Act depends on facts of the each case. In the case of Bangalore Water Supply and Sewerage Board v A Rayappa (1978) LU 349 which has been relied in the aforesaid case law, Hon'ble Apex court has laid down that for industry three elements are necessary, namely (1) The enterprise should pursue systematic activity; (2) The systematic activity should be the result of organized co-operation between the employer and employee, and (3) The activity should lead to the production and/or distribution of goods and services which attempt to fulfil human wants and services. It is also laid down that non-existence of profit making motive is an irrelevant consideration in determining whether an enterprise is an industry or not and this must be decisive test for such purpose is the nature of the activity with special expression on the employer-employee relations.

21. In present case, the workman has failed to establish that employer-employee relation ever existed and he was employed as workman within the definition under Section 2 (1) I.D. Act. Moreover, there is neither averment in the statement of claim nor such evidence on record that the AWWA is doing any trade or business in a commercial sense as systematic activity which is result of organized co-operation between the employer and employee and its function and action bring it in the ambit of definition of 'industry'.

22. Therefore, in light of the principle laid down in the Bangalore Water Supply case, 1 Corp, AWWA gas agency is not an industry within the meaning of Section 2 (j) of I.D. Act. Thus, issue No. 2 is decided accordingly.

23. Since the findings on additional issue nos. 1 to 3 are not in affirmative, the alleged action of the management to disengage the workman and engaging other person as hawker for delivery of gas cylinders to the subscribers of the Agency cannot be said to be unjustified. Therefore, the provisions of Sections 25F and 25H of the I.D. Act are not attracted in the instant case.

24. Accordingly, the reference is adjudicated against the workman and consequently he is not entitled for any relief.

25. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 15 जनवरी, 2009

क्र.आ. 320—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 30/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-01-2009 को प्राप्त हुआ था।

[सं.एल-12012/75/2007आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th January, 2009

S.O. 320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the hereby publishes the award (Ref. No. 30/2007) of the Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to management of Bihar Kshetriya Gramin Bank and their workmen, received by the Central Government on 15-01-2009.

[No. L-12012/75/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference case No. 30 (c) of 2007

Between the Management of Bihar Kshetriya Gramin Bank, Head Office Bhagat Singh Chowk, Manager (Bihar) and their workman Sri Dip Narain Das, represented by Shri B. Prasad, President. Provincial Gramin Bank Employees Association.

For the Management : Shri Anil Kumar, Management Representative.

For the Workman : Shri B. Prasad, President, Provincial Gramin Bank Employees' Association, Saboo Complex, Exhibition Road, Patna.

Present : Vasudeo Ram
Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 31st December, 2008

By adjudication Order No. L- 12012/75/2007-IR(B-I) dated 17-9-2007, the Government of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause(d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the dispute

between the management of Bihar Kshetriya Gramin Bank, Munger (Bihar) and their workman Sri Dip Narain Das to this Tribunal for adjudication on the following :

"Whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Dip Narain Das without complying Section 25F of the I. D. Act and not reinstating and regularising in the service, justified, If not, to what relief the workman concerned is entitled."

2. The parties appeared on notice and filed the statement of claim and the written statement. The contention of the workman is that he had been appointed by the management of the then Bhagalpur- Bank Kshetriya Gramin Bank from January, 1994 to discharge the duties of a Sweeper-cum-Messenger at Goura Chowki Branch of the Bank. The workman used to perform the duties of Sweeper and Messenger from 9 A.M. to 5 P.M. every day and sometimes beyond that as per requirement of the Bank. The workman was initially paid wages Rs.2 per day which was subsequently raised to Rs.67 per day. The workman used to be paid mostly on monthly basic through Banks' Dabit Vouchers. In the year 2005 three Rural regional Bank Sponsored by UCO Bank namely, Bhagalpur, Bank Kshetriya Gramin Bank, Munger Kshetriya Gramin Bank and Begusaral were amalgamated following the Central Government notification and after amalgamation the same was renamed as Bihar Kshetriya Gramin Bank with its Headquarter at Munger. The Chairman of Munger Kshetriya Gramin Bank was made its Chairman. Further, the case of the workman is that the Chairman of the Bank in Utter violation of the law and in most arbitrary manner instructed the Branch Manager to terminate the services of the workman. Accordingly the workman was retrenched from the work on 16-9-2006. At the request of the workman the union took up the matter with the management but the management did not consider their grievances and thereafter the union raised industrial dispute but the conciliation proceedings ended in failure due to non-compromising attitude of the management. Thereafter the dispute was referred for adjudication. According to the workman termination of his services is covered under Section 2(00) of 'the Act'. The management violated the mandatory provisions as contained in Sec. 25-F of 'the Act' and thus resorted to unfair labour practice as per Schedule V of 'the Act'. The workman further contends that the action of the management in terminating the services of the workman, not reinstating and regularising his services in the Bank is neither legal nor justified. The workman has worked for over 10 years under the management and is in the midstream of his life having no other alternative means of living. The workman claims that he reinstated with back wages and his services be regularised as full time sweeper-cum-messenger.

3. The contention of the management is that Bihar Kshetriya Gramin Bank Munger (hereinafter called 'the

Bank' for brevity) has been created under the Regional Rural Bank Act, 1976 (in short R.R.B. Act) and as such is guided by the directions issued by Central Government in regard to Policy matters involving public interest in discharging of its functions. The Central Government issued directions/guidelines through NABARD and the circulars issued by NABARD about strength of manpower of the Bank is binding on the management Bank. Further, according to the management the appointment of any employee without following the procedures of appointment and without observing the rules of reservation is treated as back-door appointment and will not give any right to such employees. Further, the management contends that as per Circular No. DO No. F4-27/75-AC dated 26th November, 1975 no peon or his equivalent by whatever designation called, would be employed by R.R. Banks. The services of the employees reported to have been so appointed be dispensed without delay. After deliberations the Board of Directors decided to authorise each branch to spend Rs. 2 per day in cleaning from miscellaneous account, the person so engaged will not claim for appointment on that basis. The part-time messenger-cum-sweeper who were in service on 22-2-1991 and completed 240 days continuous service thereafter were treated as regular employee w.e.f. 2-2-1991. The management contends that this workman was engaged on daily wages without following the norms and procedures of appointment and his engagement was against the circular of NABARD and Central Government as there was already permanent Sub-Staff in the category in the branch. There is no sanctioned post for them in the Bank as daily wagers do not come within the purview of Service Regulation of the Bank. According to the management the claimant is not a workman as defined under Section 2 (S) of the Act and as such the reference itself is bad in law. He is not the member of any Union. Further, according to the management Section 25(F) of 'the Act' will not be applicable in this case, nor the management has committed any unfair labour practice. According to the management the purported workman is not entitled to any relief and the reference is fit to be decided in favour of the management.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :—

- (i) Is the reference maintainable ?
- (ii) whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Dip Narain Das without complying Section 25F of the I.D. Act and not reinstating him in the service is legal and justified ?
- (iii) whether the action of the management in not regularising Sri Dip Narain Das in service is legal and justified ?
- (iv) To what relief or reliefs, if any, the workman is entitled.

FINDINGS

Point No. (1) :

5. Both the parties have adduced oral as well as documentary evidence in support of their contentions. One Anil Kumar, Officer, Personnel of Bihar Kshetriya Gramin Bank, Munger has deposed (as M.W.1) on behalf of the management. The workman Dip Narain Das himself deposed (As W.W.1) in support of his contentions. The management got exhibited the copy of D.O. No. FA-2775-AC dated 26-11-1997(Ext.M), copy of letter No.4/93 dated 8-1-1993 (Ext.M/1), photocopy of letter No.4559 dated 20-3-1993, (Ext.M/2) and the order passed in CWJC No. 6822 of 2004 on 28-2-2005 (Ext. M/3). As against that the workman got exhibited the photocopy of letter dated 2-2-2008 (Ext W), photocopy of letter dated 31-8-2006 (Ext W/1), photocopy of circular No.22 of 2003 of Bhagalpur-Bank Kshetriya Gramin Bank dated 10-7-2003 (Ext. W/2), photocopy of letter dated 25-11-2000 (Ext W/3), photocopy of payment vouchers of different dates (Exts. W/4 to W/24), photocopy of letter dated 12-10-2006 (Ext W/25), photocopy of payment vouchers of Bonus and Festival advance (Exts. W/26 to W/27), photocopy of letter dated 9-2-2008 (Ext W/28), photocopy of list of payment sheets (Exts. W/29 to W/32), photocopy of letter dated 18-11-93 (Ext W/33), photocopy of letter dated 31-12-93 (Ext W/34), photocopy of letter dated 22-9-2003 and 9-10-2002 (Ext W/35 to W/36), and photocopies of Bonus sheets (Exts. W/37 to W/41).

6. Coming to the point of maintainability of reference I find that according to the management daily wagers do not come within the purview of service regulation of Bank and they are not 'workman' as defined under Section 2 (S) of 'the Act' and the workman is not a member of any union and the dispute raised is not an industrial dispute as defined under Section 2 (K) of 'the Act' and as such the reference itself is bad in law and is not maintainable. The definition of 'workman' as laid down under Section 2 (S) of the Act reads as follows :

"Workmen" means any person (including and apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person :—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee or a prison; or

(iii) who, is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.

Under the circumstances there is no doubt that Dip Narain Das is a workman as defined in the above noted provision of law. There is no dispute on the point that the workman is/was not a member of any union. Section 36 of the Act which deals with the Representation of parties reads as follows :

36. Representation of parties :- (1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this act by -

(a) (any member of the executive or other office bearer) of a registered trade union of which he is a member ;

(b) (any member of the executive or other office bearer) of a federation of trade unions to which the trade union referred to in clause (a) is affiliated ;

(c) where the worker is not a member of any trade union, by (any member of the executive or other office bearer) of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed.

This workman though is not a member of any union he is represented by the Office-bearer of the trade union connected with the industry in which the workman was employed. Section 2 (K) of the Act defines 'industrial dispute' as follows :-

"Industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person :"

Keeping in view the discussions made above I find and hold that the dispute between the management and the workman is an industrial dispute and the reference made for adjudication is maintainable in law. Point No. (1) is decided accordingly.

Point No. (ii) :

7. At the very outset I would like to mention that the facts of this case are almost admitted. From the oral evidence of M.W. 1 and W.W. 1 and also from the pleadings of the parties it is admitted that workman worked in Gourachowki Branch under Bhagalpur-Banks Kshetriya Gramin Bank from January, 1994 till 15-9-2006 he was removed from the service on 16-9-2006. It is a fact that he was not given any formal appointment letter. The workman (W.W. 1) has stated and it has not been controverted by the management witness

that he worked from 9 A.M. to 5 P.M. every day on daily wages and the payment of wages was made through Debit Vouchers mostly on monthly basis. The workman has filed the documents in support of the same which need not require detailed discussion in view of the admitted facts. It is also admitted fact that the three Rural Regional Banks namely Bhagalpur-Banks Kshetriya Gramin Bank, Munger Kshetriya Gramin Bank and Begusarai Kshetriya Gramin Bank were amalgamated in 2005 and was renamed Bihar Kshetriya Gramin Bank with its head-quarter at Munger. The workman has stated that he was paid Bonus and Festival advance and the Festival advance was recovered from him in instalments. The workman has filed documents in support of the same and M.W.1 in his cross-examination has also admitted the said fact. M.W.1 has further admitted that the Board of Director's revised the wages of the workman from time to time which is also supported from Ext.W/2. Thus it is admitted fact that the workman put in more than 240 days continuous service every year for about 12 (Twelve) years. There is no dispute on the point that the workman was removed from service on 16-9-2006 without any notice, notice pay or compensation by the management. The workman raised industrial dispute but he was not reinstated. Section 2(00) defines retrenchment as follows :—

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workmen on reaching the age of superannuation if the contract of employment between the employer and the workmen concerned containing a stipulation in that behalf; or

(bb) termination the service of the workmen as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill health;

Under the circumstances I find that the termination of the services of the workman was retrenchment as defined in Section 2 (00) of the Act. The retirement was done without complying the provisions of Section 25F of the Act which within no stretch of imagination can be said to be legal and justified. Under the circumstances I find and hold that the action of the management of Bihar Kshetriya Gramin Bank in terminating the service of Sri Dip Narain Das without complying Section 25F of the Act and not reinstating in service is illegal and unjustified. Point No. (ii) is accordingly decided.

Point No. (iii) :

8. It is an admitted fact that the workman was engaged on daily wages by the management and the

workman a worked for nearly twelve years as sweeper-cum-messenger. It is also admitted fact that there was no advertisement, no examination for selection were taken meaning thereby the procedures of appointment were not followed in taking the workman in employment. It is well settled principle of law that no direction for regularisation of services of such workman can be issued. Moreover regularisation is essentially the work of management and not of the tribunal. Under the circumstances this Tribunal can not hold as to whether the action of the management in not regularising the services of the workman was illegal or unjustified. On behalf of the workman para 4.410 of National Industrial Tribunal for Regional Rural Banks has been referred in support of regularisation. But as already mentioned above this tribunal can not pass an order on the point of regularisation. This point is accordingly decided.

Point No. (iv) :

9. It has already been held above that the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of the workman without complying the provisions of Section 25F of 'the Act' is illegal and unjustified. It has also been held that no order on the point of regularisation of his services can be passed by this tribunal. The workman has served for nearly twelve years and is in the midstream of his life. Under these circumstances I find and hold that the workman deserves to be reinstated with back wages. This point is decided accordingly.

10. In the result I find and hold that the action of the management of Bihar Kshetriya Gramin Bank, Munger in terminating the services of Sri Dip Narain Das without complying the provisions of Section 25F of 'the Act' is illegal and unjustified and the said workman deserves to be reinstated with back wages last paid. The management is directed to comply within two months from the date of publication of the Award.

11. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 15 जनवरी, 2009

का.अ. 321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण पटना के पंचाट (संदर्भ संख्या 26/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2009 को प्राप्त हुआ था।

[सं.एल-12012/71/2007आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th January, 2009

S.O. 321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2007) of Industrial Tribunal-cum-Labour Court, Patna. as shown

in the Annexure in the Industrial Dispute between management of Bihar Kshetriya Gramin Bank and their workman, received by the Central Government on 15-1-2009.

[No. L-12012/71/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD,
PATNA

Reference Case No. 26 (c) of 2007

Between the management of Bihar Kshetriya Gramin Bank, Head Office Bhagat Singh Chowk, Munger (Bihar) and their workman Sri Binod Brahmachari, represented by Shri B. Prasad, President, Provincial Gramin Bank Employees Association.

For the Management : Shri Anil Kumar, Management Representative.

For the workman : Shri B. Prasad, President, Provincial Gramin Bank Employees' Association, Saboo Complex, Exhibition Road, Patna.

Present : Vasudeo Ram
Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 31st December, 2008

By adjudication Order No. L-12012/71/2007-IR(B-I) dated 14-9-2007, the Govt. of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause(d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the dispute between the management of Bihar Kshetriya Gramin Bank, Munger (Bihar) and their workman Sri Binod Brahmachari to this Tribunal for adjudication on the following :

"Whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Binod Brahmachari without complying Section 25F of the I. D. Act and not reinstating and regularising in the service, is legal and justified, If not, to what relief the workman concerned is entitled."

2. The parties appeared on notice and filed the statement of claim and the written statement. The contention of the workman is that he had been appointed by the management of the then Bhagalpur- Banka Kshetriya Gramin Bank from August, 1995 to discharge the duties of a Sweeper-cum-Messenger at Nath Nagar Branch of the Bank. The workman used to perform the duties of Sweeper and Messenger from 9 A.M. to 5 P.M. every day and sometimes beyond that as per requirement of the Bank. The workman was initially paid wages @Rs. 5 per day

which was subsequently raised to Rs.65 per day. The workman used to be paid mostly on monthly basis through Banks' Dabit Vouchers. In the year 2005 three rural regional Banks Sponsored by UCO Bank namely, Bhagalpur-Banka Kshetriya Gramin Bank, Munger Kshetriya Gramin Bank and Begusarai Kshetriya Gramin Bank were amalgamated following the Central Govt. notification and after amalgamation the same was renamed as Bihar Kshetriya Gramin Bank with its Headquarter at Munger. Further, the case of the workman is that the Chairman of the Bank in utter violation of the law and in most arbitrary manner instructed the Branch Manager to terminate the services of the workman. Accordingly the workman was retrenched from the work on 16-9-2006. At the request of the workman the union took up the matter with the management but the management did not consider their grievances and thereafter the union raised industrial dispute but the conciliation proceedings ended in failure due to non-compromising attitude of the management. Thereafter the dispute was referred for adjudication. According to the workman termination of his services is covered under Section 2(oo) of 'the Act'. The management violated the mandatory provisions as contained in Sec. 25-F of 'the Act' and thus resorted to unfair labour practice as per Schedule V of 'the Act'. The workman further contends that the action of the management in terminating the services of the workman, not reinstating and regularising his services in the Bank is neither legal nor justified. The workman has worked for over 10 years under the management and is in the midstream of his life having no other alternative means of living. The workman claims that he reinstated with back wages and his services be regularised as full time sweeper-cum-messenger.

3. The contention of the management is that Bihar Kshetriya Gramin Bank, Munger (hereinafter called 'the Bank' for brevity) has been created under the Regional Rural Bank Act, 1976 (in short R. R. B. Act) and is guided by the directions issued by Central Govt. in regard to policy matters involving public interest after consultation with Reserve Bank of India and as such any circular of NABARD about strength of manpower of the Bank is binding on the management Bank. Further, according to the management the appointment of any employee without following the procedures of appointment and without observing the rules of reservation is treated as back-door appointment and will not give any right to such employees. Further, the management contends that as per Circular No. DO No. F4-27/75-AC dated 26th November, 1975 no peon or his equivalent by whatever designation called, would be employed by R.R.Banks. The services of the employees reported to have been so appointed be dispensed with without delay. After deliberations the Board of Director decided to authorise each branch to spend Rs.2 per day in cleaning from miscellaneous account, the person engaged will not claim for appointment on that basis. The management contends that this workman was engaged on daily wages without following the norms and procedures

of appointment and his engagement was against the circulars of NABARD and Central Govt. as there was already permanent Sub-Staff in the category in the branch. There is no sanctioned post for them in the Bank as daily wagers do not come within the purview of Service Regulation of the Bank. According to the management the claimant is not a workman as defined under Section 2 (S) of the Act and as such the reference itself is bad in law. He is not the member of any union. Further, according to the management Section 25F of 'the Act' will not be applicable in this case, nor the management has committed an unfair labour practice. According to the management the purported workman is not entitled to any relief and the reference is fit to be decided in favour of the management.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :-

- (i) Is the reference maintainable ?
- (ii) whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Binod Brahmchari without complying Section 25F of the I.D. Act and not reinstating him in the service is legal and justified ?
- (iii) whether the action of the management in not regularising Sri Binod Brahmchari in service is legal and justified ?
- (iv) To what relief or reliefs, if any, the workman is entitled ?

FINDINGS

Point No. (1):

5. Both the parties have adduced oral as well as documentary evidence in support of their contentions. One Anil Kumar, Officer, Personnel of Bihar Kshetriya Gramin Bank, Munger has deposed (as M.W.1) on behalf of the management. The workman Binod Brahmchari himself deposed (As W.W.1) in support of his contentions. The management got exhibited the copy of D.O. No.Fa-2775-AC dated 26-11-1997 (Ext.M), copy of letter No.4/93 dated 8-1-1993 (Ext.M/1), photocopy of letter No.4559 dated 20-3-1993, (Ext.M/2) and the order passed in CWJC No. 6822 of 2004 on 28-2-2005 (Ext. M/3). As against that the workman got exhibited the photocopy of letter dated 2-2-2008 (Ext W), photocopy of circular No.22 of 2003 of Bhagalpur-Banka Kshetriya Gramin Bank dated 10-7-2003 (Ext. W/1), letter concerning expenses to daily wage on part-time-worker dated 29-2-2008, (Ext. W/2), photocopy of letter dated 18-11-1993 of UCO Bank (Ext. W/3), photocopy of letter of Bhagalpur-Banka Kshetriya Gramin Bank dated 31-12-1993 (Ext. W/4), photocopy of letter of Bank dated 25-11-2000 (Ext. W/5), photocopy of letter dated 22-9-2003 (W/6), photocopy of payment vouchers (Ext. W/7 to W/27), photocopy of Demand Promisory Note dated 25-9-2003 (Ext.W/28), photocopy of letters dated 9-10-2002 and 20-9-2003 concerning festival advance (Ext. W/29 to W/31), photocopy of salary sheets

for Bonus (Ext. W/32 to W/34), photocopy of letter dated 9-1-2003 (Ext. W/35), photocopy of notice issued by the Tribunal (Ext. W/36), photocopy of paper cutting (Ext. W/37) and photocopy of letter dated 18-11-1993 (Ext. W/38).

6. Coming to the point of maintainability of reference I find that according to the management daily wages do not come within the purview of service regulation of Bank and they are not 'workman' as defined under Section 2 (S) of 'the Act' and the workman is not a member of any union and the dispute raised is not an industrial dispute as defined under Section 2 (K) of 'the Act' and as such the reference itself is bad in law and is not maintainable. The definition of 'workman' as laid down under Section 2 (S) of the Act reads as follows :

"Workmen" means any person (including and apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.

Under the circumstances there is no doubt that Binod Brahmachari is a workman as defined in the above noted provision of law. There is no dispute on the point that the workman is/was not a member of any union. Section 36 of the Act which deal with the Representation of parties reads as follows:

36. Representation of parties :- (1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this act by -

- (a) (any member of the executive or other office bearer) of a registered trade union of which he is a member ;
- (b) (any member of the executive or other office bearer) of a federation of trade unions to which the trade union referred to in clause (a) is affiliated ;
- (c) where the worker is not a member of any trade union, by (any member of the executive or other office

bearer) of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed.

This workman though is not a member of any union he is represented by the Office-bearer of the trade union connected with the industry in which the workman was employed. Section 2 (K) of the Act defines 'industrial dispute' as follows :—

"Industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person :"

Keeping in view the discussions made above I find and hold that the dispute between the management and the workman is an industrial dispute and the reference made for adjudication is maintainable in law. Point No. (I) is decided accordingly.

Point No. (ii) :

7. At the very outset I would like to mention that the facts of this case are almost admitted. From the oral evidence of M.W. 1 and W.W. 1 and also from the pleadings of the parties it is admitted that workman worked in Nathnagar Branch under Bhagalpur-Banka Kshetriya Gramin Bank from August, 1995 till 15-9-2006, he was removed from the service on 16-9-2006. It is a fact that he was not given any formal appointment letter. The workman (W.W.1) has stated and it has not been controverted by the management witness that he worked from 9 A.M. to 5 P.M. every day on daily wages and the payment of wages was made through Debit Vouchers mostly on monthly basis. The workman has filed the documents in support of the same which need not require detailed discussion in view of the admitted facts. It is also admitted fact that the three rural regional Banks namely Bhagalpur-Banka Kshetriya Gramin Bank, Munger Kshetriya Gramin Bank and Begasari Kshetriya Gramin Bank were amalgamated in 2005 and was renamed Bihar Kshetriya Gramin Bank with its head-quarter at Munger. The workman has stated that he was paid Bonus and Festival advance and the Festival advance was recovered from him in instalments. The workman has filed documents in support of the same and M.W.1 in his cross-examination has also admitted the said fact. M.W.1 has further admitted that the Board of Directors revised the wages of the workman from time to time which is also supported from Ext.W/1. Thus it is admitted fact that the workman put in more than 240 days continuous service every year for about 11 (Eleven) years. There is no dispute on the point that the workman was removed from service on 16-9-2006 without any notice, notice pay or compensation by the management. The workman raised industrial dispute but he was not reinstated. Section 2(oo) defines retrenchment as follows:—

“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned containing a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill health;

Under the circumstances I find that the termination of the services of the workman was retrenchment as defined in Section 2(oo) of the Act. The retirement was done without complying the provisions of Section 25F of the Act which within no stretch of imagination can be said to be legal and justified. Under the circumstances I find and hold that the action of the management of Bihar Kshetriya Gramin Bank in terminating the service of Sri Binod Brahmachari without complying Section 25F of the Act and not reinstating in service is illegal and unjustified. Point No. (ii) is, accordingly, decided.

Point No. (iii) :

8. It is an admitted fact that the workman was engaged on daily wages by the management and the workman worked for nearly eleven years as sweeper-cum-messenger. It is also admitted fact that there was no advertisement, no examination for selection were taken meaning thereby the procedures of appointment were not followed in taking the workman in employment. It is well settled principle of law that no direction for regularisation of services of such workman can be issued. Moreover, regularisation is essentially the work of management and not of the Tribunal. Under the circumstances this Tribunal cannot hold as to whether the action of the management in not regularising the services of the workman was illegal or unjustified. On behalf of the workman para 4.410 of National Industrial Tribunal for Regional Rural Banks has been referred in support of regularisation. But as already mentioned above this Tribunal cannot pass an order on the point of regularisation. This point is, accordingly, decided.

Point No. (iv) :

9. It has already been held above that the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of the workman without complying the provisions of Section 25F of ‘the Act’ is illegal and unjustified. It has also been held that no order on the point of regularisation of his services can be passed by this tribunal. The workman has served for nearly eleven years

and is in the midstream of his life. Under these circumstances I find and hold that the workman deserves to be reinstated with back wages. This point is decided accordingly.

10. In the result I find and hold that the action of the management of Bihar Kshetriya Gramin Bank, Munger in terminating the services of Sri Binod Brahmachari without complying the provisions of Section 25F of ‘the Act’ is illegal and unjustified and the said workman deserves to be reinstated with back wages @ wages last paid. The management is directed to comply within two months from the date of publication of the Award.

11. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 15 जनवरी, 2009

का.आ. 322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (संदर्भ संख्या 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-01-2009 को प्राप्त हुआ था।

[सं.एल-12012/65/2007-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th January, 2009

S.O. 322.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2007) of the Industrial Tribunal-cum-Labour Court, Patna, as shown in the Annexure in the Industrial Dispute between the management of Bihar Kshetriya Gramin Bank and their workmen, received by the Central Government on 15-01-2009.

[No. L-12012/65/2007-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD,
PATNA.

Reference Case No. 34 (c) of 2007

Between the management of Bihar Kshetriya Gramin Bank, Head Office, Bhagat Singh Chowk, Munger (Bihar) and their workman Sri Yogendra Paswan, represented by Shri B. Prasad, President. Provincial Gramin Bank Employees' Association.

For the Management : Shri Anil Kumar, Management Representative.

For the workman : Shri B. Prasad, President, Provincial Gramin Bank Employees' Association, Saboo Complex, Exhibition Road, Patna.

Present : Vasudeo Ram,
Presiding Officer, Industrial
Tribunal, Patna.

AWARD

Patna, dated the 31st December, 2008

By adjudication Order No. L- 12012/65/2007-IR(B-1) dated 8-10-2007, the Govt. of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause(d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the dispute between the management of Bihar Kshetriya Gramin Bank, Munger (Bihar) and their workman Sri Yogendra Paswan to this Tribunal for adjudication on the following :

"Whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Yogendra Paswan without complying Section 25F of the I. D. Act and not reinstating and regularising in the service is justified? If not, to what Shri Yogendra Paswan is entitled?"

2. The parties appeared on notice and filed the statement of claim and the written statement. The contention of the workman is that he had been appointed by the management of the then Bhagalpur- Bank Kshetriya Gramin Bank from 14-12-1994 to discharge the duties of a Sweeper-cum-Messenger at Sultanganj Branch of the Bank. The workman used to perform the duties of Sweeper and Messneger from 9 A.M. to 5 P.M. everyday and sometimes beyond that as per requirement of the Bank. The workman was initially paid wages @Rs.2 per day which was subsequently raised to Rs.44 per day. The workman used to be paid mostly on monthly basis through Banks' Dabit Vouchers. In the year 2005 three rural regional Banks Sponsored by UCO Bank namely, Bhagalpur, Banka Kshetriya Gramin Bank, Munger Kshetriya Gramin Bank and Begusarai Kshetriya Gramin Bank were amalgamated following the Central Govt. notification and after amalgamation the same was renamed as Bhiar Kshetriya Gramin Bank with its Headquarter at Munger. The Chairman of Munger Kshetriya Gramin Bank was made its Chairman. Further, the case of the workman is that the chairman of the Bank in utter violation of the law and in most arbitrary manner instructed the Branch Manager to terminate the services of the workman. Accordingly, the workman was retrenched from the work on 16-9-2006. At the request of the workman the union took up the matter with the management but the management did not consider their grievances and thereafter the union raised industrial dispute but the conciliation proceedings ended in failure due to non-compromising attitude of the management. Thereafter the dispute was referred for adjudication. According to the workman termination of his services is covered under Section 2(oo) of 'the Act'. The management violated the mandatory provisions as contained in Sec. 25-F of 'the Act' and thus resorted to unfair labour practice as per Schedule V of 'the Act'. The workman further contends

that the action of the management in terminating the services of the workman, not reinstating and regularising his services in the Bank is neither legal nor justified. The workman has worked for over 10 years under the management and is in the midstream of his life having no other alternative means of living. The workman claims that he be reinstated with back wages and his services be regularised as full time sweeper-cum-messenger.

3. The contention of the management is that Bihar Kshetriya Gramin Bank Munger (herein aftercalled 'the Bank' for brevity) has been created under the Regional Rural Bank Act, 1976 (in short R.R.B. Act) and as such is guided by the directions issued by Central Govt. in regard to Policy matters involving public interest in discharging of its functions. The Central Govt. issued directions/ guidelines through NABARD and the circulars issued by NABARD about strength of manpower of the Bank is binding on the management Bank. Further, according to the management the appointment of any employee without following the procedures of appointment and without observing the rules of reservation is treated as back-door appointment and will not give any right to such employees. Further, the management contends that as per Circular No. DO No. F4-27/75-AC dated 26th November, 1975 no peon or his equivalent by whatever designation called, would be employed by R.R. Banks. The services of the employees reported to have been so appointed be dispensed with without delay. The Board of Directors decided to authorise each branch to spend Rs.2 per day in cleaning from miscellaneous account, the person so engaged will not claim for appointment on that basis. The part-time messenger-cum-sweeper who were in service on 22-2-1991 and completed 240 days continuous service were treated as regular employees w.e.f. 2-2-1991. The management contends that this workman was engaged on daily wages without following the norms and procedures of appointment and his engagement was against the circulars of NABARD and Central Govt. as there was already permanent Sub-Staff in the category in the branch. There is no sanctioned post for them in the Bank as daily wagers do not come within the purview of Service Regulation of the Bank. According to the management the claimant is not a workman as defined under Section 2 (S) of the Act and as such the reference itself is bad in law. He is not the member of any Union. Further, according to the management Section 25(F) of 'the Act' will not be applicable in this case, nor the management has committed any unfair labour practice. According to the management the purported workman is not entitled to any relief and the reference is fit to be decided in favour of the management.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :—

- (i) Is the reference maintainable ?
- (ii) whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of Sri Yogendra Paswan without complying

Section 25F of the I.D. Act and not reinstating him in the service is legal and justified ?

- (iii) whether the action of the management in not regularising Sri Yogendra Paswan in service is legal and justified ?
- (iv) To what relief or reliefs, if any, the workman is entitled."

FINDINGS

Point No. (i) :

5. Both the parties have adduced oral as well as documentary evidence in support of their contentions. One Anil Kumar, Officer, Personnel of Bihar Kshetriya Gramin Bank, Munger has deposed (as M.W.1) on behalf of the management. The workman Yogendra Paswan himself deposed (As W.W.1) in support of his contentions. The management got exhibited the copy of D.O. No. FA-2775-AC dated 26-11-1997 (Ext. M), copy of letter No. 4/93 dated 8-1-1993 (Ext. M/1), photocopy of letter No.4559 dated 20-3-1993, (Ext. M/2) and the order passed in CWJC No. 6822 of 2004 on 28-2-2005 (Ext. M/3). As against that the workman got exhibited the photocopy of letter dated 2-2-2008 (Ext. W), photocopy of letter dated 31-8-2006 (Ext. W/1), photocopy of circular No. 22 of 2003 of Bhagalpur-Bank Kshetriya Gramin Bank dated 10-7-2003 (Ext. W/2), photocopy of letter dated 25-11-2000 (Ext. W/3), photocopy of payment vouchers of different dates (Exts. W/4 to W/24), photocopy of letter dated 29-2-2008 of the management (Ext. W/25), concerning expenses to daily wage or part time worker of branch, photocopy of letter dated 22-9-2003 (Exts. W/26), photocopy of statement of Bonus (Ext. W/27), photocopy of salary sheet for Bonus (Ext. W/28), photocopy of statement of Bonus, (Exts. W/29) & (Ext. W/30), photocopy of letter dated 9-10-2002 and 12-10-2006 (Ext. W/31 & W/32 respectively), photocopy of payment sheet of Bonus (Ext. W/33), photocopy of payment of Festival Advance (Ext. W/34), photocopy of letter dated 25-2-2002 (Ext. W/35) and the photocopies of payment vouchers (Exts. W/36 & W/37).

6. Coming to the point of maintainability of reference I find that according to the management daily wagers do not come within the purview of service regulation of Bank and they are not 'workman' as defined under Section 2 (S) of the 'Act' and the workman is not a member of any union and the dispute raised is not an industrial dispute as defined under Section 2 (K) of 'the Act' and as such the reference itself is bad in law and is not maintainable. The definition of 'workman' as laid down under Section 2 (S) of the Act reads as follows :

"Workmen" means any person (including any apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed,

discharged or retrenched in connection with or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); of

(ii) who is employed in the police service or as an officer or other employee or a prison; or

(iii) who, is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.

Under the circumstances there is no doubt that Yogendra Paswan is a workman as defined in the above noted provision of law. There is no dispute on the point that the workman is/was not a member of any union. Section 36 of the Act which deals with the Representation of parties reads as follows :

36. Representation of parties :— (1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this act by—

(a) (any member of the executive or other office bearer) of a registered trade union of which he is a member;

(b) (any member of the executive or other office bearer) of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;

(c) where the worker is not a member of any trade union, by (any member of the executive or other office bearer) of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed.

This workman though is not a member of any union he is represented by the Office-bearer of the trade union connected with the industry in which the workman was employed. Section 2 (K) of the Act defines 'industrial dispute' as follows :-

"Industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person ;"

Keeping in view the discussions made above I find and hold that the dispute between the management and

the workman is an industrial dispute and the reference made for adjudication is maintainable in law. Point No. (i) is decided accordingly.

Point No. (ii) :

7. At the very outset I would like to mention that the facts of this case are almost admitted. From the oral evidence of M.W.1 and W.W.1 and also from the pleadings of the parties it is admitted that workman worked in Sultanganj Branch under Bhagalpur-Banka Kshetriya Gramin Bank from 14-12-1994 till 15-9-2006 he was removed from the service on 16-9-2006. It is a fact that he was not given any formal appointment letter. The workman (W.W.1) has stated and it has not been controverted by the management witness that he worked from 9 A.M. to 5 P.M. every day on daily wages and the payment of wages was made through Debit Vouchers mostly on monthly basis. The workman has filed the documents in support of the same which need not require detailed discussion in view of the admitted facts. It is also admitted fact that the three rural regional Banks namely Bhagalpur-Banka Kshetriya Gramin Bank, Munger; Kshetriya Gramin Bank and Begusarai Kshetriya Gramin Bank were amalgamated in 2005 and was renamed Bihar Kshetriya Gramin Bank with its headquarter at Munger. The workman has stated that he was paid Bonus and Festival advance and the Festival advance was recovered from him in instalments. The workman has filed documents in support of the same and M.W.1 in his cross-examination has also admitted the said fact. M.W.1 has further admitted that the Board of Directors revised the wages of the workman from time to time which is also supported from Ext. W/1. Thus it is admitted fact that the workman put in more than 240 days continuous service every year for about 12 (Twelve) years. There is no dispute on the point that the workman was removed from service on 16-9-2006 without any notice, notice pay or compensation by the management. The workman raised industrial dispute but he was not reinstated. Section 2(oo) defines retrenchment as follows:-

“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) voluntary retirement of the workman; or
- (b) retirement of the workmen on reaching the age of superannuation if the contract of employment between the employer and the workmen concerned contains a stipulation in that behalf; or
- (bb) termination the service of the workmen as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill health;

Under the circumstances I find that the termination of the services of the workman was retrenchment as defined in Section 2 (oo) of the Act. The retirement was done without complying the provisions of Section 25F of the Act which within no stretch of imagination can be said to be legal and justified. Under the circumstances I find and hold that the action of the management of Bihar Kshetriya Gramin Bank in terminating the service of Sri Yogendra Paswan without complying Section 25F of the Act and not reinstating in service is illegal and unjustified. Point No. (ii) is accordingly decided.

Point No. (iii) :

8. It is an admitted fact that the workman was engaged on daily wages by the management and the workman worked for nearly twelve years as sweeper-cum-messenger. It is also admitted fact that there was no advertisement, no examination for selection were taken meaning thereby the procedures of appointment were not followed in taking the workman in employment. It is well settled principle of law that no direction for regularisation of services of such workman can be issued. Moreover regularisation is essentially the work of management and not of the tribunal. Under the circumstances this Tribunal can not hold as to whether the action of the management in not regularising the services of the workman was illegal or unjustified. On behalf of the workman para 4.410 of National Industrial Tribunal for Regional Rural Banks has been referred in support of regularisation. But as already mentioned above this tribunal can not pass an order on the point of regularisation. This point is accordingly decided.

Point No. (iv) :

9. It has already been held above that the action of the management of Bihar Kshetriya Gramin Bank in terminating the services of the workman without complying the provisions of Section 25F of ‘the Act’ is illegal and unjustified. It has also been held that no order on the point of regularisation of his services can be passed by this tribunal. The workman has served for nearly twelve years and is in the midstream of his life. Under these circumstances I find and hold that the workman deserves to be reinstated with back wages. This point is decided accordingly.

10. In the result I find and hold that the action of the management of Bihar Kshetriya Gramin Bank, Munger in terminating the services of Sri Yogendra Paswan without complying the provisions of Section 25F of ‘the Act’ is illegal and unjustified and the said workman deserves to be reinstated with back wages @ wages last paid. The management is directed to comply within two months from the date of publication of the Award.

11. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 16 जनवरी, 2009

का.आ 323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 नई दिल्ली के पंचाट (संदर्भ संख्या 48/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/63/2008-आई आर(बी-II)]
राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th January, 2009

S.O. 323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2008) of the Central Government Indus.Tribunal -Cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 16-1-2009.

[No. L-12011/63/2008-IR (B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO.II, NEW DELHI

I.D.No. 48/2008

Date : 5-12-08

In the matter of dispute between:

The President,
Punjab National Bank Workers' Organisation,
388, Sector -12, Urban Estate,
Panipat.

...Workman

Versus

The Chairman -cum- Managing Director,
Punjab National Bank,
No. 7, Bhikaji Cama Place,
New Delhi - 110066.

...Management

AWARD

The Central Government Ministry of Labour vide Order No. L-12011/63/2008-IR(B-II) dated 26-8-2008 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the demands of Punjab National Bank Workers Organisation, Panipat of putting branches of Gurgaon Distt. of Haryana in Delhi South Zone, in violation of the settlement dated 24-12-2002 is just and fair, If so to what relief the workmen entitled to and from which date?"

None is present from the side of the workman. The workman had not attended the court even on the last date of hearing. A/R of the management had stated on the last date that the grievance of the workman had already been redressed. Workman has not filed even his statement of claim till today. It appears that the workman is no longer interested in the outcome of this reference. Under these circumstances there is no option but to pass a No Dispute Award in this case which is passed accordingly. File be consigned to record room.

SATNAM SINGH, Presiding Officer

नई दिल्ली, 16 जनवरी, 2009

का.आ 324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई नं. 2 के पंचाट (संदर्भ संख्या 2/81/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2009 को प्राप्त हुआ था।

[सं. एल-12012/49/2001-आई आर(बी-II)]
राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th January, 2009

S.O. 324.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/81/2001) of the Central Government Indus.Tribunal -Cum Labour Court No 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Dy.Genl.Manager(P), Union Bank of India, Central and their workmen, received by the Central Government on 16-1-2009.

[No. L-12012/49/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAL

Present : A.A. LAD, Presiding Officer

Reference No. CGIT-2/81 of 2001

Employers in Relation to the Management of

Union Bank of India

The Deputy General Manager (P),
Union Bank of India,
Central Office,
Vidhan Sabha Marg,
Nariman Point,
Mumbai 400021.

AND

Their Workmen

Shri Ramchandra B. Bhagat,
Sahayadri Nagar No.1,
Chawl No.1/B, Room No.2,
Near Birla College,
Kalyan (W),
Distt. Thane (MS).

APPEARANCES

For the Employer : Mr. A.K. Jalisatgi, Advocate.

For the Workmen : Mr. K.S. Kalappura, Advocate.

Mumbai, dated 17th November, 2008

AWARD

1. The Government of India, Ministry of Labour, by its Order No.L-12012/49/2001-IR(B- II)] dated 18/22-06-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Management of Union Bank of India, Mumbai by dismissing Shri Ramchandra B. Bhagat from the service of the Bank vide order dated 14-5-1999 is justified and proper? If not, then what relief the workman is entitled to?"

2. To support the subject matter referred in the reference, claim statement is filed by the second party workman at Ex-7 which was reply by first party Ex-9. Issues were framed at Ex-12. Part-I award was passed holding enquiry fair and proper and findings not perverse by order dated 10-6-2003.

3. Thereafter reference was posted for evidence of workman to justify how reference is maintainable and how prayer can be granted.

4. Though number of opportunity was given to second party workman from 10-6-2003 i.e. date of passing of Part- I award, no affidavit was filed in support of demand made in the claim statement. It reveals that, he is not interested in the demand which is sent for adjudication. So I conclude that, in this premises, I do not feel it necessary to keep alive the reference. Hence the order.

ORDER

Reference is disposed of
for want of prosecution.

Date: 17-11-2008

A.A. LAD, Presiding Officer

नई दिल्ली, 16 जनवरी, 2009

का.आ. 325.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 2/65/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/79/2004-आई आर(बी-II)]

राजेन्द्र कुमार, डैस्क अधिकारी

New Delhi, the 16th January, 2009

S.O. 325.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/65/2007) of the Central Government Indus.Tribunal-Cum-Labour Court Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bank of India, and their workmen, received by the Central Government on 16-1-2009.

[No. L-12012/79/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

Present : A.A. LAD, Presiding Officer

Reference No. CGIT-2/65 of 2007

Employers in Relation to the Management of

Bank of India

The General Manager (HR),
Bank of India, Head Office,
Star House, C-5, G-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400051.

...First Party

And

Their Workmen

Shri Rama Rao Hitali,
Plot No.10, Sagar, Nrungung Nagar,
Biddapur colony, Via Hirapur,
Gulbarga 585 103.

...Second Party

APPEARANCES

For the Employer : In Person.

For the Workmen : Absent.

Date of Passing of Award : 20th November, 2008

AWARD

The matrix of the facts as culled out from the proceedings are as under:

2. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-12012/79/2004-IR(B-II) dated 13th December, 2007 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Bank of India in dismissing Shri Rama Rao Hitali, Clerk, Akhuj Branch, District Sholapur w.e.f. 10-10-1997 on the alleged charges of misconduct levelled against him vide chargesheet dated 4-2-1997 is legal and justified? If not, what relief the concerned workman is entitled to?"

2) In pursuance to the reference, though notice was served on the 2nd Party vide Exhibit 6 nobody appeared in the reference and the file Claim Statement in support of the subject matter referred in the Schedule of the Reference. Therefore, one has to conclude that, the 2nd Party is not interested in the Reference and pursuing the demand. Hence, I pass the following order :

ORDER

Reference is disposed off
for want of prosecution.

A.A. LAD, Presiding Officer

Bombay,
20th November, 2008

नई दिल्ली, 16 जनवरी, 2009

का.आ 326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडोरा के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 2/83/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/61/2003-आई आर(बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 16th January, 2009

S.O. 326.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/83/

2003) of the Central Government Industrial Tribunal-cum Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 16-1-2009.

[No. L-12011/61/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A.A. LAD, Presiding Officer

Reference No. CGIT-2/38 of 2003

Employers in Relation to the Management of Bank of Baroda

The Deputy General Manager
Bank of Baroda, Regional Office
Mumbai Metro South Region
3, Walchand Hirachand Marg
Ballard Pier
Mumbai 400 038

And

Their Workmen

The Working President
Bank of Baroda Karmachari Sena
37, Ganesh Bhavan
Noori Baba Dargah Road
Near Makhmali Talao
Thane 400601.

APPEARANCES

For the Employer : Mr. L. L. D'Souza,
Representative

For the Workmen : Mr. J. H. Sawant, Advocate.
Mumbai, dated 27th October, 2008.

AWARD Part-II

1. The Government of India, Ministry of Labour, by its Order No. L-12011/61/2003-IR(B-II) dated 24-6-2003/18-7-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication:-

"Whether the action of the Management of Bank of Baroda, Regional Office, Mumbai Metro South Region, Mumbai to impose the punishment of reduction by two stages in the scale of pay in respect of Shri D. G. Sawant is justified? If not, what relief the workman, Shri D. G. Sawant is entitled to?"

2. To substantiate the subject matter referred in the schedule, second party Union filed Statement of claim at Ex-7 in support of it wherein it contends that, concerned

workman Shri Dilip G. Sawant, joined first party on 11th March, 1981 as a Cashier-cum-Clerk at Princess Street Branch. Then he was shifted to Zaveri Bazar Branch in the year 1987 and then to Colaba Branch in 1992. He also worked with its International Business Branch from 1999 as a Computer Operator in the said Branch till June 2003.

3. By letter dated 20th March, 1992, notice was given to the concerned workman by first party regarding shortage of cash of Rs. 10,000 on 17th March, 1992 and he was advised to reply the said notice regarding cash shortage of Rs. 10,000 during the relevant time. Though notice was given, without waiting for the reply of the second party workman, it suspended second party workman pending disciplinary proceedings by order dated 21st March, 1992. Concerned workman submitted his explanation on 23rd March, 1992 and brought the circumstances and facts in which the above referred cash shortage of Rs. 10,000 occurred. Then it was brought to the notice of the first party that, after noting the cash shortage of Rs. 10,000 enquiry was made with the customers who withdrew the amount during that period and one party came forward and returned the said cash of Rs. 10,000 and it was credited with the first party on 17th March, 1992 itself. Even entry was made to that effect in the account for its "Silver entry" of Rs. 10,000. Since amount was recovered which was short in the transactions on 17th March, 1992, question does not arise to issue notice to the concerned workman and seek explanation from him and proceed against him. Still first party issued charge sheet and decided to proceed against concerned workman. The enquiry was conducted which was not fair and proper. In fact there was no evidence before the Inquiry Officer to proceed against the concerned workman. Not a single witness was examined by the first party to establish the charges levelled against concerned workman. The finding was given by the Inquiry Officer on the basis of the documents only. In fact after depositing Rs. 10,000 the cash shortage, which was the subject matter of the enquiry, question does not arise to proceed against the concerned workman. Still Inquiry Officer observed that, concerned workman was negligent in his duties and exonerated him from other charges like charge of misappropriation, charge of doing act of disorderly, righteous and indecent behaviour, charge of willful insubordination and disobedience, charge of unpunctual and irregular attendance and charge of failing to show proper consideration, courtesy and attention towards customers of the Bank and unsatisfactory behaviour levelled against him. In fact there was no negligence of the concerned workman as observed by the Inquiry Officer of which reduced two stages in the pay scale as a punishment for the said proved charge is imposed. It is submitted that, the action taken by the first party against the concerned workman of reducing two stages in the pay scale is illegal and unjustified and needs to be quashed and set aside with directions to the first party to upgrade the concerned

workman and pay him the arrears with 12% interest from the date of his reduction in rank.

4. This prayer is disputed by the first party by filing reply at Ex-9 contending that, charge of shortage of amount was an admitted position. It is a matter of record that, there was cash shortage of Rs. 10,000 in the transaction on 17th March, 1992 when concerned workman worked as Cashier with first party at Zaveri Bazar Branch. The evidence was before the Inquiry Officer who conducted enquiry on the charges leveled against concerned workman, regarding cash shortage during tenure of the concerned workman of Rs. 10,000. It was also brought on record that, the concerned party suo-motu appeared before the first party and deposited Rs. 10,000 which was over-payment made by the concerned workman on 17th March, 1992. It reveals that, due to negligence of the concerned workman, cash shortage of Rs. 10,000 occurred on 17th March, 1992. The enquiry was fair and proper. Inquiry Officer was not bias. He considered evidence placed before him and observed only negligence with regard to the concerned workman and exonerated him from other charges levelled against him. If at all Inquiry Officer is bias, he might have observed all charges proved against the concerned workman without evidence. In the instant case, it did not happen like that. Inquiry Officer went through the evidence placed before him by the first party in the form of documents, gave full opportunity to both. When first party demanded time from Inquiry Officer to produce witnesses he did not give it and proceeded impartially without showing any favour to the first party, though he was appointed by it as Inquiry Officer. Finding given by the Inquiry Officer nowhere reveals that, he was bias and protecting the first party. On the contrary, holding concerned workman guilty of negligence only, itself reveals that, Inquiry Officer was impartial and has observed said observations solely relying on the evidence placed before him. So it is submitted that, enquiry was fair and proper. It is also claimed that, findings of the Inquiry Officer are not perverse.

5. In view of the above pleadings issues were framed at Ex-16. Out of them issue No 1 & 2 which were on the point of enquiry and findings were decided in Part-I award dated 11-7-2006.

6. Now issue regarding decision taken by first party of reducing two stages in the pay scale is either justifiable or not and what relief second party is entitled are taken now for consideration which are answered as follows :

Issues	Findings
3. Whether action taken by the first party of reducing 2 stages in the pay scale of second party is justifiable?	Yes
4. Is second party entitled for relief sought?	No
5. What order?	As per order below.

Reasons

Reasons Issues no. 3 & 4:

7. The Part-I award dated 11-07-2006 in which enquiry was observed fair and proper and findings not perverse appears not challenged by second party workman.

8. On the point of justification of action, workman filed another affidavit at Ex-20 in lieu of examination-of-chief mentioning number of other instances where such events happened but no action was taken and claimed that the action taken by management against him in discriminating workman requires to set aside. He states that, branch official has tampered the muster illegally. He informed the Assistant General Manager as to how Chief Manager of Zhaveri Branch has fabricated case against him still no action was taken against them by the Assistant General Manager. He further states that, Mrs J. Doshi who worked with him was also responsible for the so called incident but she was not questioned. Same thing happened with Mr.S.G.Bokade and Mrs. V.V.Bhole. Even Pradip Sawant who wrongly posted cheque of Rs.2,20,000 as 22 lakhs and it was passed by an officer Kiran Pandya still no action was taken. He also quote instance regarding Current Account no.26126 of Readers Digest where Kiran Pandey was involved. He quoted about the deposit made by M/s. United Liner Pvt. Ltd. having Current Account no. 26079 in Bank of Baroda, Ballard Estate Branch which was wrongly credited to M/s Pankaj Shipping as well as deposit made by Mr. N.R.Jain but concerned employee was not questioned and punished. He also referred about overdraft account no. 31207 of Mrs. Kulsumbee Khan where Bank Officer H. S. Shukla was responsible for not closing overdraft account and mentioned that said was also ignored by the Bank. Like that he mentioned number of other instances of other employees saying that, partiality is done by Bank since all those were ignored and just he was chosen to punish which is a discriminatory action by the Management. In the cross examination he states that, he was member of Bank of Baroda Karmachari Sena in 2001. He further states that he was member of the Bank of Baroda Employees Association previously. He admits that notice was given of proposed punishment. Even he states that, opportunity was given to him to reply the said proposed punishment. He states that, appeal was preferred by him but it was rejected. He admits that, he has not challenged the part-I award where findings of Inquiry Officer was observed not perverse and enquiry fair and proper. He admits that, he has no evidence to show that, instances mentioned by him in para 28 are proved facts. He admits that, he has not made written protest regarding decision not taken by the Bank about those employees. On that he closed evidence by filing purshis Ex-21. Against that, Bank chose not to lead any further evidence and filed closing purshis at Ex-22.

9. Written arguments is submitted by second party at Ex-23 and list of citations at Ex-24. It was replied by first party by filing Written Arguments at Ex-25 with some citations.

10. Now in this round, we were on the point of punishment. The award part-I where enquiry was held fair and proper and findings of Inquiry Officer not perverse is not challenged by the workman. The second party's advocate place reliance on number of other instances to show how discriminatory treatment was given to second party while convicting him who has served for 25 years. Second party is challenging the punishment of reduction of two stages in the pay scale. According to him, said decision is not correct and is partial one. It is also his case that, when number of serious events took place, at the hands of other employees like Bhokade and regarding clearing cheque of LIC where Mr. Kiran Pandya was responsible, but no action was taken. He also refers to case of deposit of N.R.Jain and regarding one instance of Bank Officer T.D. Jinde and regarding overdraft account no.31207 of Ms. K. Khan still no action was taken against them and claimed that action taken of reduction of two stages in pay scale is not just and proper. Judgement given in Union of India V/s. J.Ahmed published in AIR 1979 S.C. page 1022 is pointed out by second party's advocate to show what is meaning of 'misconduct' and what it constitute to show that charge levelled against concerned workman cannot be called a 'misconduct'. However facts of that case are different than the facts of this case. In the present case, second party has not challenged the charges saying that it does not cover under the definition of "misconduct". Judgement given in Gujarat Road Transport Corp. V/s. V. S. Chauhan published in 2006 II CLR 545 is shown by the second party's advocate to show what is 'misconduct' and what punishment is proportionate to the said misconduct. However facts of that case are different than what is at hand. So I do not find it necessary to discuss that judgement to give relief to this person. Judgement given in Inspector Premchand V/s. Government of NCT of Delhi published in 2007 (114) FLR 982 which is on the point of punishment. However that is also on different point and does not attract to the case of the second party. Whereas first party's advocate submit that when, findings given by the Inquiry Officer is maintained by the Tribunal while passing part-I award and which is not challenged in that case, there is little scope for the Court to interfere in the decision of disciplinary authority and it is prayed that, it is advisable not to disturb the punishment. For that, he place reliance on the decision given in General Secretary, South India Cashew Nut Factories workers Union V/s. M.D. Kerala State Cashew Nut Development Corporation Ltd. & Ors. published in 2008-II CLR 959. He pointed out Judgement of Regional Manager, U.P.S.R.T.C. Etawah V/s. Hoti Lal published in 2003-1 CLR 712 where Apex Court observed that in case of misconduct, where person deals with public

money or is engaged in financial transactions or acts in a fiduciary capacity has to be dealt with iron hands. He also place reliance on decision given Bombay High Court in case Tourist Hotel Vis. Balaram Shripati Kamble and Anr. published in 2001 LLR 40 where it was observed that, merely because other workmen were not punished but one of them is punished, does not amount to victimisation. He also referred to decision given by Madras High Court in case of Union of India & ors. V/s. Registrar, Central Administrative Tribunal, Chennai & anr. where it was observed that person who is guilty cannot be allowed to go scot-free merely because some others who were guilty were not proceeded against. Though there was no loss to Branch it does not mean that such act invite to consider the charges leniently and for that he place reliance on decision given by Apex Court in case of Suresh Pathrella V/s. Oriental Bank published in 2007 (1) LLN 780.

11. Here charge of misconduct was level against second party which was proved. On the contrary instead

of taking severe action of removal, order of reduction of two stage in the scale of pay was the punishment given. On that enquiry was conducted. Findings was given by Inquiry Officer and concerned workman was observed guilty. When he found guilty, punishment is given of stoppage of two stages in pay scale is justified and cannot be treated as a severe punishment.

12. Considering the position and facts of this case, I conclude that, there is no scope in the case of second party that, discrimination is done against him and the punishment given is harsh. So I answer these issues to that effect and passes the following order:

ORDER

The reference is rejected with no order as to cost.

Date: 27-10-2008

A. A. LAD, Presiding Officer